
Anderson County Board of Commissioners

Regular Agenda **Monday November 15, 2021 @ 6:30 p.m.**

- 1. Call to Order / Roll Call**
- 2. Prayer / Pledge of Allegiance**
- 3. Appearance of Citizens**
- 4. Approval and Correction of Agendas**
 - Consent Agenda
 - Regular Agenda
- 5. Public Hearing Report – by Vice Chairman Shain Vowell**
- 6. Departments**
 - Human Resources Report including minutes (10/20/21, 5/12/21) – by Kim Jeffers-Whitaker
- 7. Committee Reports**
 - Purchasing Report – by Katherine Ajmeri, Deputy Purchasing agent
 - Budget Report – by Robby Holbrook, Finance Director
- 8. Director of Schools – Written report including BOE Minutes (10/7/21)**
- 9. County Mayor**
 1. Requesting motion to approve Railroad Agreement
 2. Requesting confirmation of appointment of Mr. Ernie Gonzales to the Anderson County Regional Planning Commission to fill a vacancy. Term ending 1/2022
- 10. Law Director**
 - A. Contract Approvals
 - B. Opioid Settlement Resolution (on Operations Report)
 - C. Fire Truck Resolution (on Operations Report)
 - D. New Lawsuit – Fetty v. Anderson County
 - E. Zoning Violations
 - F. Fireworks Private Act ratification
- 11. Committees/Boards Reports**
 1. Operations Committee Report – by Chairman Isbel
 - Resolution Extending Anderson County’s COVID-19 Sick Leave Policy.
 - Resolution No. 21-11-902 Authorizing Anderson County to Join Tennessee in the Opioid Abatement Agreement and Settlement Agreements.
- 12. New Business**
- 13. Old Business**
- 14. Adjourn**

Respectfully Submitted
Joshua Anderson, Chairman

**Anderson County
Human Resource Advisory Committee Minutes
Oct 20, 2021
10:00 a.m. in Room 118A, Courthouse**

Members Present

Chairman Catherine Denenberg, Robby Holbrook, Jay Yeager, Regina Copeland, Hal Cousins, Jeff Cole, Russell Barker, Gary Long, and Rex Lynch

Members Absent

Terry Frank, Johnny Alley, and Tim Shelton.

Others Present

Kim Jeffers-Whitaker, Krystal Burkhart, Andrew Stone, Karen Ooten, Steve Payne, Maggie Mallicoat, and Paul Richardson.

Call to Order

Paul Richardson did a roll call vote for attendance. Quorum present.

Approval of Prior Minutes

Minutes from the May 12, 2021 meeting approved, as presented, by voice vote. Member not voting, Gary Long.

Evacuation Plan

Steve Payne and Karen Ooten presented the proposed update to the Emergency Action Plan requested in the May 12, 2021 meeting.

Motion by Jeff Cole, and seconded by Rex Lynch to send to Commission with approval.

Passed by voice vote.

HR Director Report

HR Director Kim Jeffers-Whitaker presented the following items to the committee:

- 1) The 2020 Human Resources & Risk Management Annual Report
 - Introduction of Krystal Burkhart as the Benefits Clerk and Wellness Coordinator
 - A request was made of the HR Director to bring back to the committee how Anderson County's salaries compare to Anderson County Cities and similarly sized Counties.
- 2) Proposed change to policy language concerning 120-day contracts found in section 6.10 Retirement Plan in the Employee Handbook.

Motion by Robby Holbrook, and seconded by Gary Long to approve proposed change and send to Commission with recommendation for approval. Passed by voice vote.

**Anderson County
Human Resource Advisory Committee Minutes
Oct 20, 2021
10:00 a.m. in Room 118A, Courthouse**

- 3) Presentation of AirMedCare network insurance information. HR to include cost for PT for the Board of Trustee's consideration.

Motion by Rex Lynch, and seconded by Gary Long to send to Board of Trustees with the recommendation that the County provides this benefit to employees.

Passed by voice vote.

- 4) Introduction of Maggie Mallicoat, TCAT Intern, who is assisting with the Department's file management through document scanning in an effort to reduce cost while also preserving the integrity of the files.

- 5) Informed the committee of the recent email survey communicated to the employees. Apprised the committee of prior survey requests that have been implemented and urged County Officials to have their staff complete the survey to ensure their wishes are shared with the Board of Trustee's and Commission.

Old Business

1. HR Director, Kim Jeffers-Whitaker, presented a proposed Leave Donation Policy for discussion. Jay Yeager will review the policy and bring his recommendations back to the committee.
2. Finance Director, Robby Holbrook, presented a proposed Vacation Policy revision for discussion. Jay Yeager will review the revision and bring back before the committee his recommendations. A request was made of the Finance Director to update on the status and ability of the pending payroll software.
3. Law Director, Jay Yeager, presented a proposed Voting Leave Policy revision.
Motion by Robby Holbrook, and seconded by Rex Lynch to send to Commission with recommendation for approval. Passed by voice vote.

New Business

None.

Next Meeting

January 26th @ 10 a.m.

Adjourned

**Anderson County
Human Resource Advisory Board Minutes
May 12, 2021
10:00 a.m. in Room 118A, Courthouse**

Members Present

Chairman Catherine Denenberg, Robby Holbrook, Johnny Alley, Regina Copeland, Hal Cousins, Jeff Cole, and Rex Lynch

Members Absent

Terry Frank, Gary Long, Tim Shelton, Jay Yeager, and Russell Barker

Others Present

Kim Jeffers-Whitaker, Stephanie Strickland, Andrew Stone, and Peyton Webb

Call to Order

Robby Holbrook did a roll call vote for attendance. Quorum present.

Approval of Prior Minutes

Minutes of the March 03, 2021 meetings were approved, as presented, on a motion made by Robby Holbrook, and seconded by Johnny Alley. Motion carried.

HR Director Report

HR Director Kim Jeffers-Whitaker presented items to the committee.

- 1) HR Webpage: HR Director Kim Jeffers-Whitaker discussed the updates needed for the HR webpage to meet the demands of the county. Permission was requested to ask for \$6500 and \$70 additional for a website hosting fee. Motion by Regina Copeland, and seconded by Johnny Alley to defer this request until the next HR Advisory Meeting. Motion carried.

County Website: There was discussion for there to be a uniform system that each county department can follow for their website to make it easier to access for the citizens. Motion by Rex Lynch, and seconded by Regina Copeland to recommend the I.T. Committee hold a workshop to discuss the county website. Motion Carried.

- 2) Short Term Disability Policy: The HR Director provided the committee an update to the county's Short Term Disability Policy.
- 3) Wellness Program Update: The HR Director discussed the progress and spending for the Wellness Program.

**Anderson County
Human Resource Advisory Board Minutes
May 12, 2021
10:00 a.m. in Room 118A, Courthouse**

- 4) EMA Evacuation Plan: The committee was asked for input and discussed how to proceed going forward with the updated evacuation plan.

Old Business

Title VI Required Documents: Motion by Rex Lynch, and seconded by Robby Holbrook to approve the required Title VI documents. Motion Carried.

New Business

None.

Next Meeting

August 11th @ 10 a.m.

Adjourned



Anderson County Courthouse Emergency Action Plan



NEVER ENDANGER YOUR PERSONAL SAFETY

**Courthouse evacuation is mandatory whenever a fire alarm sounds.
All personnel are responsible for knowing these procedures.**

August 26, 2021

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Scope

This plan has been prepared to ensure orderly and complete evacuation of the Anderson County Courthouse when evacuation is required, or notification is received to shelter in place should you need building protection from severe weather or a hazardous materials release.

The primary objectives of this plan are to ensure that:

1. Everyone knows how to exit the courthouse safely.
2. A procedure to safely evacuate individuals who cannot negotiate stairs is in place.
3. Courthouse occupants are accounted for after an emergency.
4. Everyone knows their designated shelter in place area.
5. Courthouse occupants can be accounted for.
6. Personnel are selected among courthouse occupants, with functions to ensure plan objectives are met.

For the purpose of this plan, the following are emergencies for which it will be necessary to evacuate the courthouse:

- Fire.
- Explosion.
- Bomb threats.
- Release of hazardous materials, in quantities or toxicity, which threaten human health (depends on material whether courthouse occupants will need to evacuate or take shelter).
- Courthouse air contamination.

The following are emergencies for which it will be necessary to seek shelter in the courthouse's designated shelter:

- Severe weather
- Release of hazardous materials, in quantities or toxicity, which threaten human health (depends on material whether building occupants will need to evacuate or take shelter).

The plan will be updated annually by Human Resources and Risk Management Department, Emergency Management and the Buildings and Grounds Director. Changes to the plan will be communicated to courthouse occupants.

Key Words & Definitions

Work Area Rep: checks department rooms and informs all people in work area of evacuation or shelter in place. Maintains a current list of all personnel working in their area. Reports to Floor Monitor.

Floor Monitor: monitors corridors in assigned areas and ensures personnel are moving toward exits; checks bathrooms, assists with area of refuge. Reports to Emergency Coordinator.

Emergency Coordinator: collects information on who may still be in the building and who needs help in areas of refuge. Communicates with emergency personnel.

Area of Refuge: regular room that is easily accessible to individuals with limited mobility.

Designated Shelter: provides shelter inside the courthouse during severe weather or shelter in place emergency.

Evacuation Assembly Point: assigned meeting location outside of the courthouse in the event of evacuation (Clinton Community Center).

Emergency Personnel Names and Phone Numbers

DESIGNATED RESPONSIBLE OFFICIAL:

Name: Mayor Terry Frank

Phone: 457-6200

Cell: 441-7555

Emergency Coordinator:

Name: Steve Payne

Phone: 264-6394

Cell: 898-6280

Buildings and Grounds

Name: Roger Lloyd

Phone: 463-6829

Cell: 216-1353

Area Monitors:

Area:

Name:

Phone:

Area:

Name:

Phone:

Area:

Name:

Phone:

Area:

Name:

Phone:

Area:

Name:

Phone:

Area:

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Area:

Name:

Phone:

General Courthouse Evacuation Procedure

At the sound of the fire alarm or informed of an evacuation emergency, it is the responsibility of all courthouse occupants to evacuate immediately and proceed to the evacuation assembly location which is the Clinton Community Center. During evacuation do not allow anyone to gain entrance into the Courthouse other than emergency personnel.

Courthouse occupants are also responsible for ensuring that their visitors/customers to their department follow the evacuation procedure described herein, and leave the courthouse along with all other occupants.

Building and Grounds Director who continues to shut down critical operations, while an evacuation is underway, is responsible for recognizing and/or determining when to abandon the operation and evacuate themselves.

Part time workers and interns will be made familiar with the procedures and are expected to leave the courthouse when the fire alarm sounds or when notified of an emergency.

Evacuation Instructions

Whenever you hear the fire alarm or are informed of an evacuation emergency:

- Do not panic.
- Do not ignore the alarm.
- Leave the courthouse immediately, in an orderly fashion, go to the Clinton Community Center.
- Meetings and/or courts in session must be dismissed and occupants directed to leave.
- Follow quickest evacuation route from where you are (see posted floor evacuation diagram/map).
- Do not go back to your office area for any reason.
- Report to your Area Monitor at the Clinton Community Center to be accounted for as having evacuated safely; also report any knowledge you may have of missing persons.
- Return to the courthouse only after emergency officials or Safety Coordinator give the all-clear signal. Silencing the Alarm does not mean the emergency is over.

Courthouse Emergency Instructions

In the event of a loss of power, water leak or flood:

- Notify the Buildings and Grounds Director.
- Notify staff who are located near the emergency so they may take appropriate precautions.
- Follow evacuation instructions, if evacuation is necessary.

Hazardous Materials Evacuation Instructions

- Notify other courthouse occupants in the immediate area.
- Everyone who can safely leave, should leave the area away from hazardous material.
- While exiting, close doors leading into other areas.
- Call 911 to report the hazardous material and its location.
- The 911 Dispatcher can notify the fire department of the hazardous material incident.
- Evacuate courthouse according to general evacuation procedures.

Radiological Incident Instructions

- Occupants should prepare to shelter in place if the Department of Energy (DOE) activates the city wide sirens at any time other than the first Wednesday of the month at noon when testing is conducted.
- Occupants should expect to get information from Code Red (provided they have signed up for the notifications).
- DO NOT LEAVE unless told to evacuate the courthouse. Know the evacuation route you are to take to safely leave the area if instructed to do so.
- All individuals must be surveyed prior to being released, if contamination is suspected.

Active Shooter Instructions

The guidelines below should be considered during this type of emergency, but your specific situation may require deviation from these suggestions.

If escape is possible:

- If it is safe to escape from the courthouse, do so.
- Seek cover far away from the courthouse, keeping solid objects, a car, a tree, another building, etc., between you and the gunman whenever possible.
- Dial 911 when you are a safe distance away.
- Be mindful of incoming emergency vehicles and obey all directions given to you by law enforcement personnel.

If you cannot escape:

- Upon learning of an active shooter in the courthouse, immediately close and lock the door to the room you are in. If possible, barricade the door with furniture, desks, filing cabinets, etc.
- If you can do so safely, allow others to take shelter with you.
 - Remember the safety of the many vs. the safety of the few.
 - Rescue attempts should only be made if they do not endanger the lives of those already in a secured area.
 - The shooter may bang on the door and yell for help as a way to entice you to open the door.
 - When in doubt, do NOT open the door.
- Block interior windows and/or close interior blinds whenever possible.
- Turn off all radios/speakers and computer monitors and silence cell phones from ringing and vibrating.
- After securing the room all occupants should take cover where they cannot be seen from any windows.
 - Choose a location that may offer additional protection, behind desks, filing cabinets, or walls.
 - Occupants should NOT group together. Remain spread apart.
- Dial 911 if it is safe to do so. Give your location and a description of the shooter.
- Remember that responding law enforcement personnel will not know whether or not you are a threat.
 - Follow all directions from officers.
 - Remember that officers will not treat the injured nor evacuate civilians until they are sure the threat is neutralized. Remain calm and stay still until officers tell you to move.

Emergency Shelter Instructions

In the event of notification of severe weather, safely discontinue work and go to the designated shelter location.

- The safe shelter location is the main hallway on the first floor of the Courthouse; proceed to the middle of that hallway.
- Monitor the situation so that you know when the threat has passed.
- Designated shelter area should be interior rooms with no glass

In the event of an earthquake

- If possible take cover under tables or desks.
- Protect your head and neck.
- Do not use elevator

Designated Shelter

The following is the designated shelter location

Floor #	Designated Shelters
First	Main Hallway at Elevator

General Shelter in Place Procedure

There may be times when it is best to stay where you are and avoid any threat outside. Possible outside threats could occur due to contaminated air. A DOE siren activation would be a time to shelter in place; if this occurs any other time than the first Wednesday of the month at noon when testing is conducted. It is possible that a hazmat situation other than a DOE event could cause you to shelter in place. When it is deemed necessary to shelter in place remain in your office.

Emergency Evacuation Personnel

For the purpose of this plan, emergency evacuation personnel include work area monitors, floor monitors and their alternates. Courthouse emergency evacuation personnel and their alternates shall be selected among courthouse employees, and on a voluntary basis.

Evacuated courthouse occupants are directed to the Clinton Community Center where they will be accounted for. On the following page is a list of courthouse emergency evacuation personnel, and their corresponding duties.

PLEASE NOTE: Assigned duties are to be carried out **only** if you are not putting yourself in danger or risking your personal safety

DRAFT

Emergency Evacuation Personnel Duties

Personnel	Duties
Work Area Monitors	<ul style="list-style-type: none"> • Have a general awareness of all current occupants in immediate work area. • Inform area occupants to leave the courthouse in cases where there is word of an emergency but courthouse alarm did not sound. • Inform occupants of their duty to report to the Community Center. • Assist and/or direct occupants with limited mobility either to area of refuge or down stairs if able to negotiate stairway. • Leave courthouse as soon as possible and go to the Community Center. • Account for co-workers who safely reported to the Community Center from occupant list. • Collect information on missing personnel known, or suspected to still be in the courthouse, and report to Law Enforcement or Fire Dept. • During a General Bomb Threat check work area for anything suspicious and report findings to Floor Monitors immediately
Floor Monitors	<ul style="list-style-type: none"> • Monitor corridors on assigned floor and ensure personnel are moving toward exits • Check restrooms on assigned floor to ensure they have been evacuated • Check Area of Refuge for any person needing assistance to evacuate • Make sure fire doors on enclosed stairways and exits are closed and not blocked open • Assist and/or direct occupants with limited mobility, either to area of refuge or down stairs if able to negotiate stairway. • Leave the courthouse as soon as possible and proceed to Community Center. Report presence of anyone still on your floor to either the Emergency Coordinator, directly to Law Enforcement or Fire Dept • During a General Bomb Threat if Work Area Monitor reports anything suspicious advise Law Enforcement immediately
Emergency Coordinators	<ul style="list-style-type: none"> • Collect information on courthouse occupants known or suspected to still be in courthouse from Floor Monitors and/or Work Area Reps. • Meet emergency responders at the main courthouse entrance. • Report information on occupants needing assistance to evacuate and other personnel suspected to still be in courthouse to emergency responders or On Scene Commander. • Transmit the All-Clear signal to floor monitors or other courthouse emergency evacuation personnel. • Conduct post emergency meeting if necessary.
On Scene Law Enforcement	<ul style="list-style-type: none"> • Assist emergency responders from the fire department in gaining access to courthouse as needed. • Help secure courthouse and prevent re-entry • Maintain communication between emergency responders • Road blocks as needed

Work Area Monitors:

Primary Work Area Monitors and Alternates are listed below, and will carry out their duties as described in this plan. In the event that the Primary Area Monitor is not available at the time of the emergency, Alternate Monitors will assume those duties.

List name.

Floor #	Work Area Monitors	
	Primary	Alternate

Floor Monitors:

Primary Floor Monitors and Alternates are listed below, and will carry out their duties as described in this plan. In the event that the Primary Floor Monitor is not available at the time of the emergency, Alternate Monitors will assume those duties.

Floor #	Floor Monitors	
	Primary	Alternate

Procedure for Persons Needing Assistance to Evacuate

Any person unable to use stairs, or needs assistance to evacuate, should proceed to the nearest designated area of refuge. Emergency evacuation personnel will check the area of refuge, and ensure emergency response and rescue personnel are notified if someone has taken refuge there.

Areas of Refuge

The following are areas of refuge

Floor #	Areas of Refuge
First Floor	Main Entrance
Second Floor	Room 218
Third Floor	Room 312

Emergency Coordinators:

The Primary Emergency Evacuation Coordinator and his /her alternates are listed below. In the event the primary coordinator is not available during an emergency, alternate coordinators will assume responsibility in the order in which they appear, and carry out their duties as described in this plan.

Primary:

Steve Payne

865-898-6280

paynkey@hotmail.com

1st Alternate:

Karen Ooten

865-680-2435

kooten@andersoncountyttn.gov

2nd Alternate:

Brice Kidwell

865-684-3931

bkidwell15@gmail.com

MEDICAL EMERGENCY

- Call **911**:
Provide the following information:
 - a. Nature of medical emergency,
 - b. Location of the emergency (floor and room number),
and
 - c. Your name and phone number from which you are calling.
- Do not move victim unless absolutely necessary.
- In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment.
- Attempt first aid **ONLY** if trained and qualified.

AED Locations

Automated External Defibrillators (AEDs) are for use when a person is having a cardiac event. AEDs are designed to be used by anyone, as the machine will guide users through the process of activating the unit.

AEDs are located in the following areas

Floor #	Location
First	At Elevator
Second	At Elevator
Third	At Elevator

FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm
- Notify the Fire Department by calling **911**, also notify the County Mayor's Office.
- If the fire alarm is not available, courthouse personnel will be notified about the fire emergency through the Courthouse intercom system.

Fight the fire **ONLY** if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the courthouse using the designated escape routes.
- Assemble at the Community Center
- Remain at the Community Center until the Fire Department announces that it is safe to reenter.

FIRE EMERGENCY CONTINUED

Emergency Coordinator or Supervisors must:

- Buildings and Grounds Director will disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the Community Center.
- Report missing personnel to the Fire Department or Law Enforcement.
- Provide the Fire Department personnel with the necessary information about the facility.

Area/Floor Monitors must:

- Ensure that all employees have evacuated the area/floor.
- Assist occupants with limited mobility in emergency evacuation.
- Report any problems to the Emergency Coordinator or supervisor at the assembly area.

BOMB THREAT

There are two categories of bomb threats; general and credible

- General Bomb Threat – caller simply states there is a bomb in the building and gives no additional information.
- Credible Bomb Threat – caller provides specific information concerning device, location, time of detonation, etc.

During a general bomb threat it is the responsibility of the Work Area Monitor to check their work area and report any findings to the Floor Monitors. Once all Work Area Monitors have passed on any information the Floor Monitors, they will also exit the building. The Floor Monitor will pass any pertinent information to Law Enforcement as quickly as possible.

During a credible bomb threat all employees and/or visitors must follow the evacuation route and exit the building immediately.

When the evacuation is announced you will be advised if this is a “general alert” or a “credible alert”.

TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.

YOUR NAME: _____ TIME: _____ DATE: _____

CALLER'S IDENTITY SEX: Male _____ Female _____ Adult _____ Juvenile _____ APPROXIMATE AGE: _____

ORIGIN OF CALL: Local _____ Long Distance _____ Telephone Booth _____

VOICE CHARACTERISTICS		SPEECH		LANGUAGE	
<input type="checkbox"/> Loud	<input type="checkbox"/> Soft	<input type="checkbox"/> Fast	<input type="checkbox"/> Slow	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good
<input type="checkbox"/> High Pitch	<input type="checkbox"/> Deep	<input type="checkbox"/> Distinct	<input type="checkbox"/> Distorted	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
<input type="checkbox"/> Raspy	<input type="checkbox"/> Pleasant	<input type="checkbox"/> Stutter	<input type="checkbox"/> Nasal	<input type="checkbox"/> Foul	<input type="checkbox"/> Other
<input type="checkbox"/> Intoxicated	<input type="checkbox"/> Other	<input type="checkbox"/> Slurred	<input type="checkbox"/> Other		
ACCENT		MANNER		BACKGROUND NOISES	
<input type="checkbox"/> Local	<input type="checkbox"/> Not Local	<input type="checkbox"/> Calm	<input type="checkbox"/> Angry	<input type="checkbox"/> Factory	<input type="checkbox"/> Trains
<input type="checkbox"/> Foreign	<input type="checkbox"/> Region	<input type="checkbox"/> Rational	<input type="checkbox"/> Irrational	<input type="checkbox"/> Machines	<input type="checkbox"/> Animals
<input type="checkbox"/> Race		<input type="checkbox"/> Coherent	<input type="checkbox"/> Incoherent	<input type="checkbox"/> Music	<input type="checkbox"/> Quiet
		<input type="checkbox"/> Deliberate	<input type="checkbox"/> Emotional	<input type="checkbox"/> Office	<input type="checkbox"/> Voices
		<input type="checkbox"/> Righteous	<input type="checkbox"/> Laughing	<input type="checkbox"/> Machines	<input type="checkbox"/> Airplanes
				<input type="checkbox"/> Street	<input type="checkbox"/> Party
				<input type="checkbox"/> Traffic	<input type="checkbox"/> Atmosphere

BOMB FACTS

PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour _____ Time Remaining _____

Where is it located? Building _____ Area _____

What kind of bomb? _____

What kind of package? _____

How do you know so much about the bomb? _____

What is your name and address? _____

If courthouse is occupied, inform caller that detonation could cause injury or death.

Did the caller appear familiar with the courthouse (by his/her description of the bomb location)? Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist.

Call **911** to relay information about call and notify the County Mayor's office

CRITICAL OPERATIONS

- During some emergencies, it will be necessary for the Buildings and Grounds Director to remain at the Courthouse to perform critical operations. This will be at the permission of the County Mayor or Emergency Coordinator.

SEVERE WEATHER AND NATURAL DISASTERS

Tornado:

- When a warning is issued, seek inside shelter.
The safe shelter location is the main hallway on the first floor of the Courthouse; proceed to the middle of that hallway
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- DROP to the ground; take COVER by getting under a sturdy table or other piece of furniture; and HOLD ON until the shaking stops. If there isn't a table or desk near you, cover your face and head with your arms and crouch in an inside corner of the building.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist occupants with limited mobility in finding a safe place.
- Evacuate as instructed by the County Mayor or emergency personnel.

Weather Alert Radio

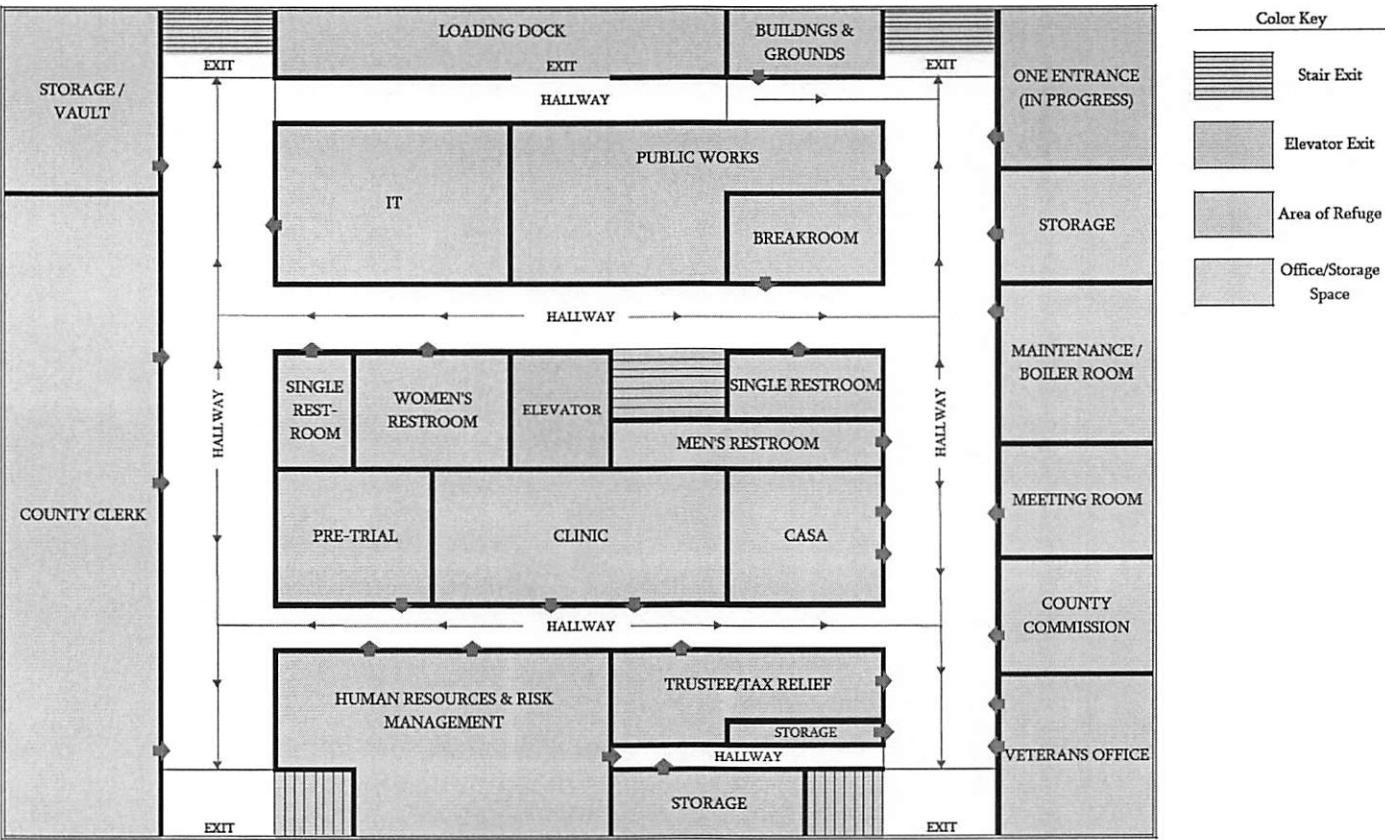
Weather Radios receive severe weather warnings, such as tornado warnings, and other emergency information via a radio frequency.

Weather Alert Radios are located in the following area

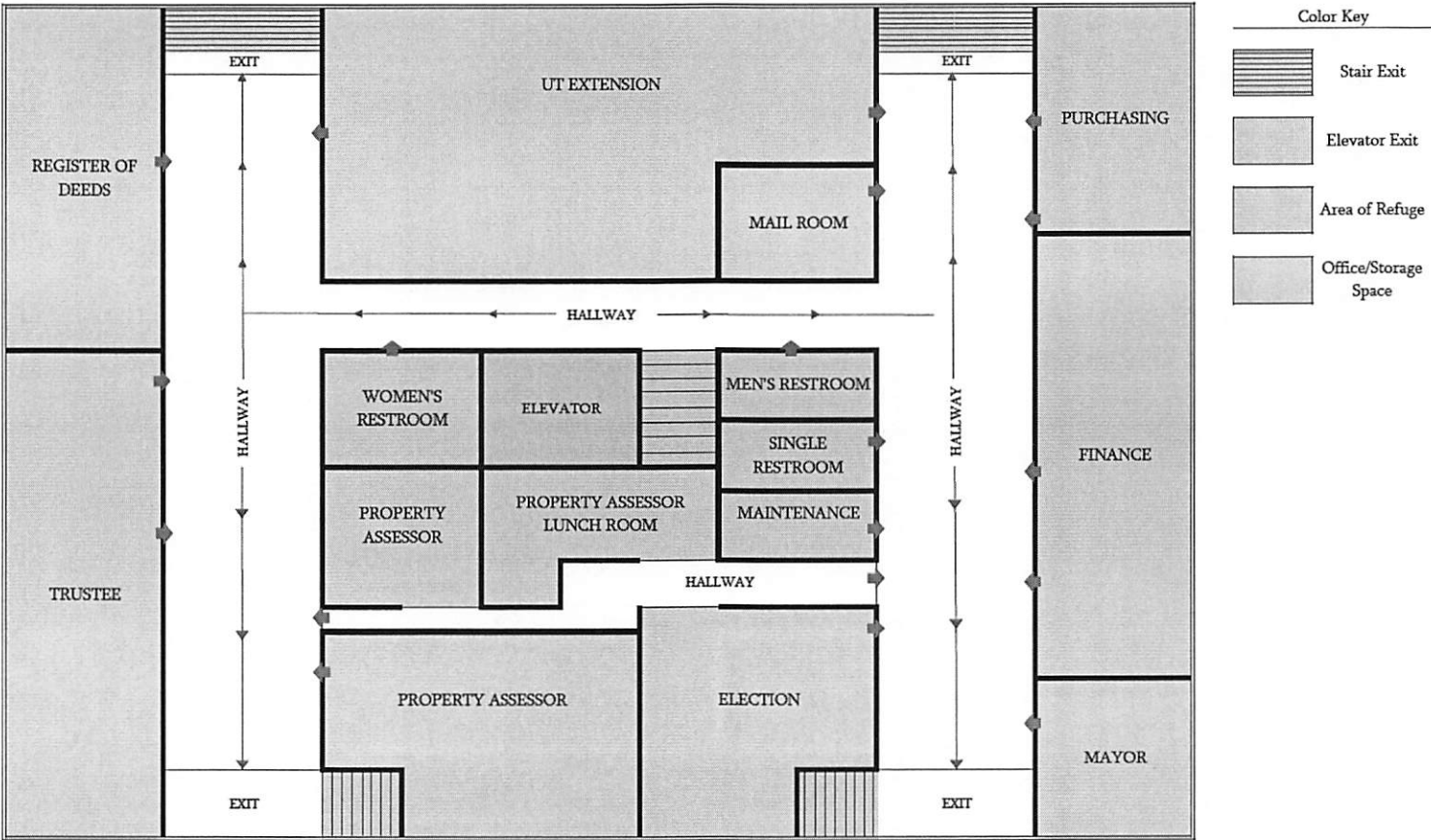
Floor #	Location
Second Floor	County Mayor's Office

Courthouse Floor Plans

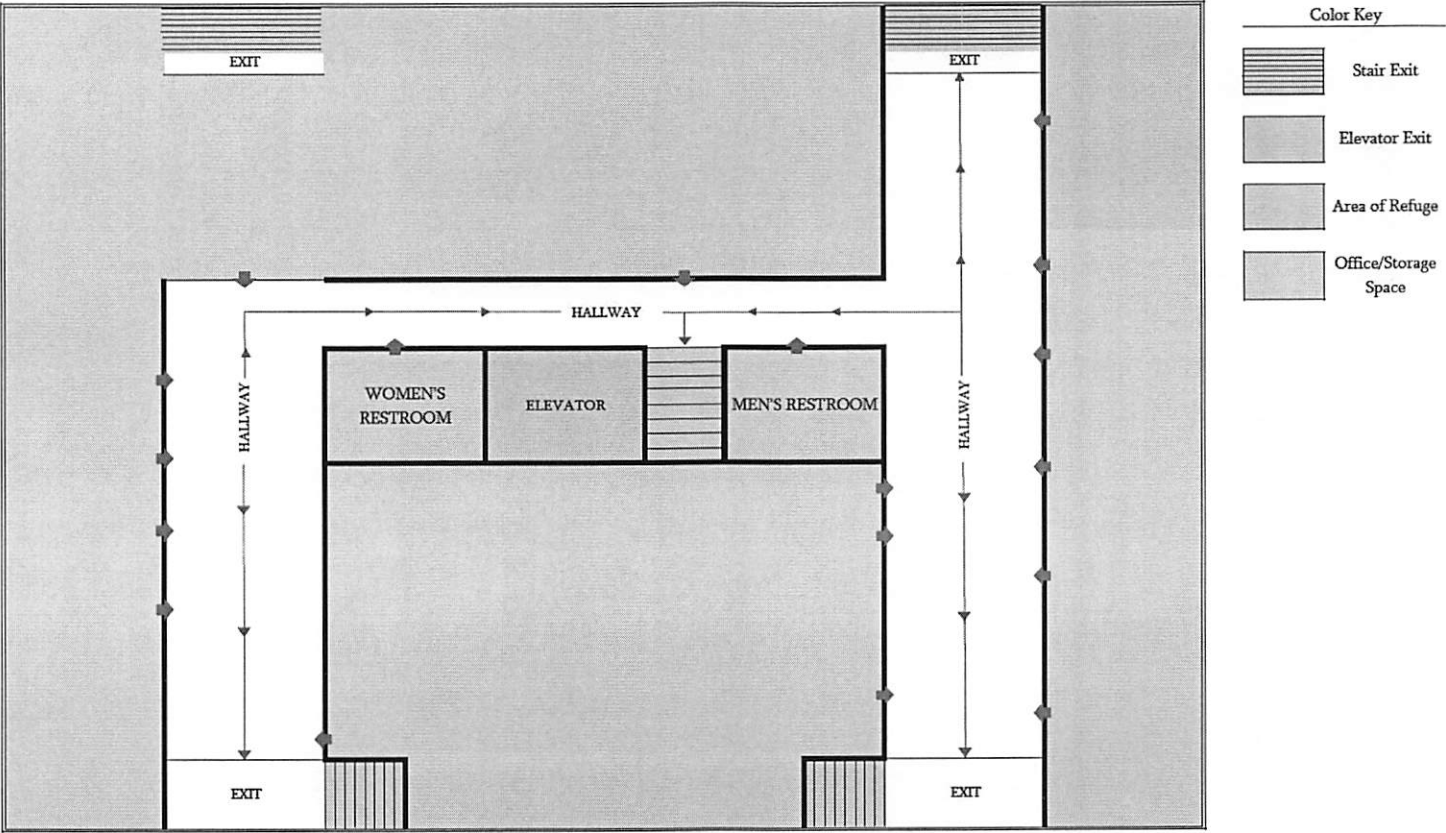
Anderson County Courthouse
1st Floor Evacuation Plan



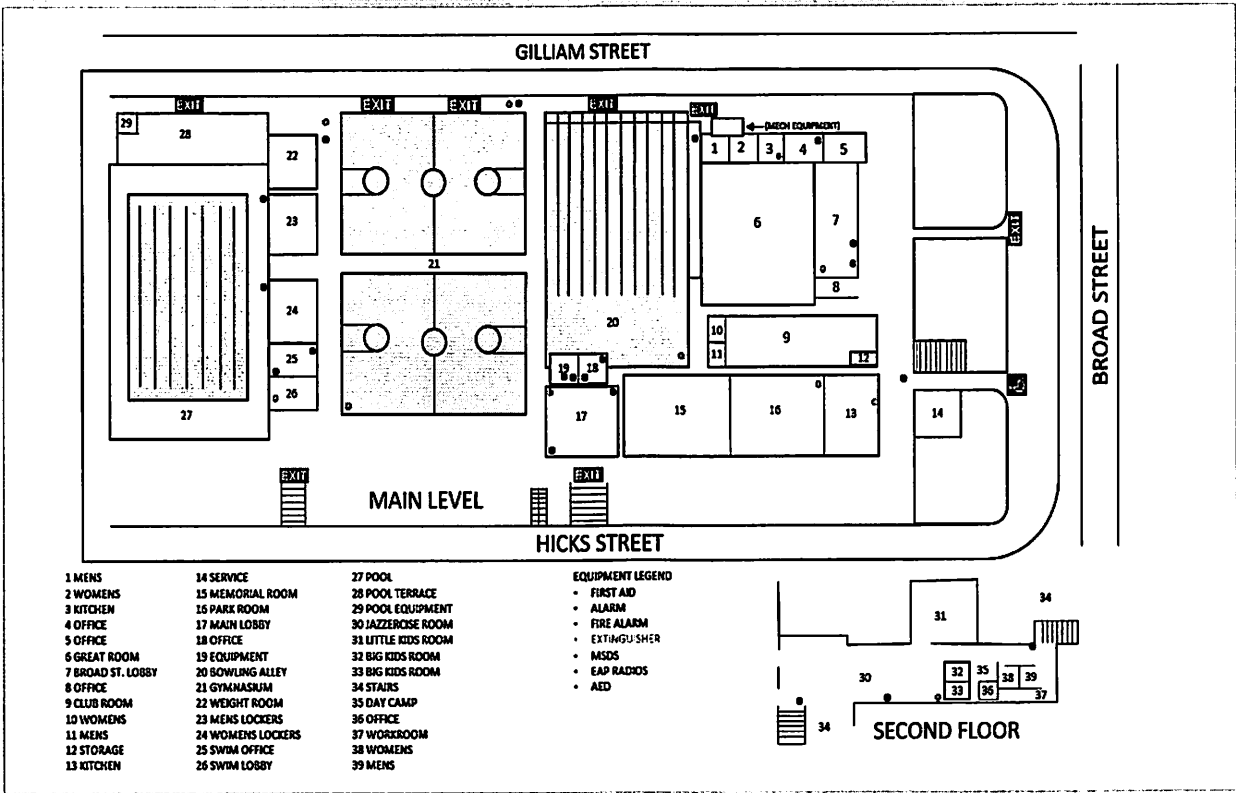
Anderson County Courthouse
2nd Floor Evacuation Plan



Anderson County Courthouse
3rd Floor Evacuation Plan



Clinton Community Center
Floor Plan





ANDERSON COUNTY GOVERNMENT

Human Resources & Risk
Management Department
2020 Annual Summary

YOUR HR TEAM 2020 UPDATE

Dedicated to Communication and Cooperation while creating an atmosphere of Trust, Integrity and Respect.



TEAM PROJECTS

- Staying Healthy via Teleworking
 - EAP Update
 - IT Requirements
- Policy Updates
- Internal Auditing



DIRECTOR

- Focus Trainings
 - Leadership
 - Diversity/Inclusion
 - COVID -19
 - DOL.EEOC.OSHA
- COVID-19 Procedure Advisement, and Implementation
- ACG Compensation Plan and Guidelines



BENEFITS ADMINISTRATOR

- Focus Trainings
 - EEO
 - Benefits
 - Effective Team Member
- Knowledge Transfer
- Building Procedural Processes



ADMINISTRATIVE ASSISTANT

- Focus Trainings
 - Worker's Comp
 - Property Liability
 - OSHA
 - FOIA
- Worker's Comp and Property Claims
- Assisting with FOIA
- Paperless Process

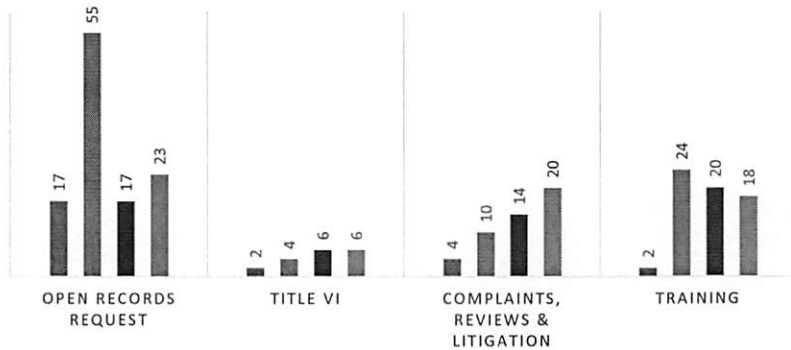


STATS

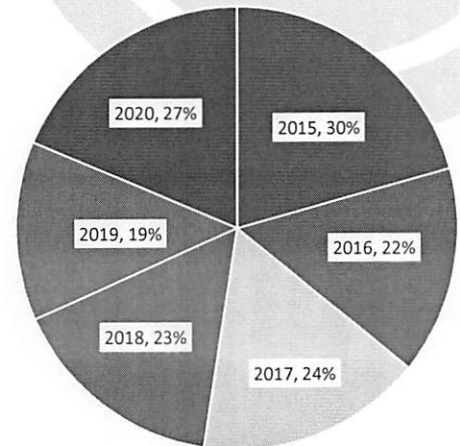
HR Establishing, Administering and Effectively Communicating sound policies and practices that Treat Employees with Dignity and Equality while maintaining County compliance with employment and labor laws.

PUBLIC RECORDS REQUEST, TITLE VI ADMINISTRATION, POLICY & LITIGATION REVIEWS AND TRAININGS FACILITATED

■ 2017 ■ 2018 ■ 2019 ■ 2020



Turnover Rate

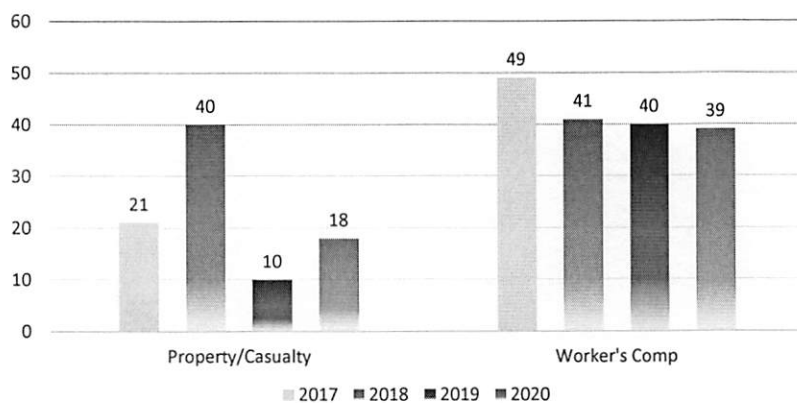


■ 2015 ■ 2016 ■ 2017 ■ 2018 ■ 2019 ■ 2020

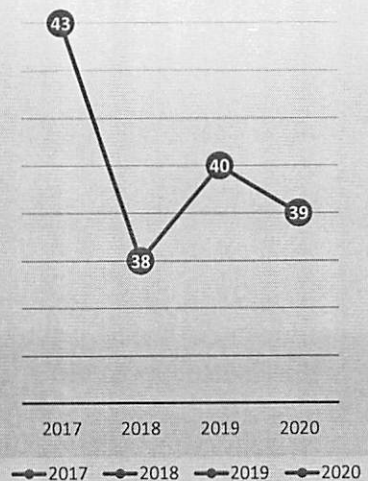
STATS

HR: Establishing, Administering and Effectively Communicating sound policies and practices that Treat Employees with Dignity and Equality while maintaining County compliance with employment and labor laws.

WORKER'S COMPENSATION CLAIMS AND PROPERTY/CASUAL LOSS



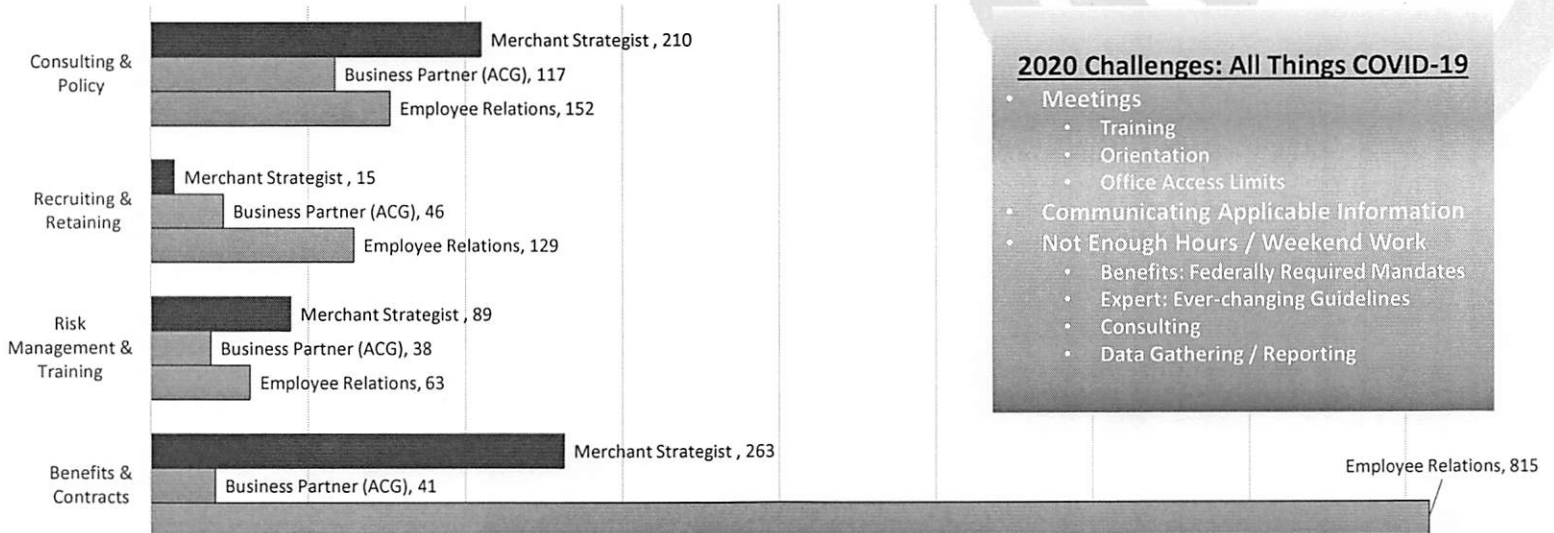
OSHA Recordables



TEAMWORK

HR, your Service oriented department, responsible for providing assistance to all levels of employees, department heads, county officials and the public.

■ Merchant Strategist ■ Business Partner (ACG) ■ Employee Relations



2020 Challenges: All Things COVID-19

- Meetings
 - Training
 - Orientation
 - Office Access Limits
- Communicating Applicable Information
- Not Enough Hours / Weekend Work
 - Benefits: Federally Required Mandates
 - Expert: Ever-changing Guidelines
 - Consulting
 - Data Gathering / Reporting

BUDGET & SAVINGS : "BEING GOOD STEWARDS"

Human Resources & Risk Management Budget

	2017.18	2018.19	2019.20	2020.21
HR Budget	\$327,759	\$224,439	\$330,040	\$216,619
Less Project Funding	100,000	10,000	110,690	
Total Budget	\$227,759	\$224,439	\$219,350	\$216,619
Increase / (Decrease)	\$(1,493)	\$(3,320)	\$(5,089)	\$(2,731)
TOTAL			\$(12,633)	

BUDGET & SAVINGS : "BEING GOOD STEWARDS"

Human Resources & Risk Management Collaboration of Savings

	2018	2019	2020	Total
TNRMT.SEC.NGU (WC, PC & LC)	\$45,860		\$23,000	\$68,860
Rebates (Rx and SL)	\$228,583	\$328,149	\$295,916	\$852,648
Benefit Savings	\$46,515	\$402,818	\$137,172	\$586,505
Thrive Health & Wellness Ctr.	\$522,042*	\$432,232	\$400,121	\$1,354,395
Employee	\$86,260*	\$85,365	\$94,800	\$266,425
Sub-total	\$929,260	\$1,248,564	\$951,009	\$3,128,833
TOTAL			\$3,128,833	

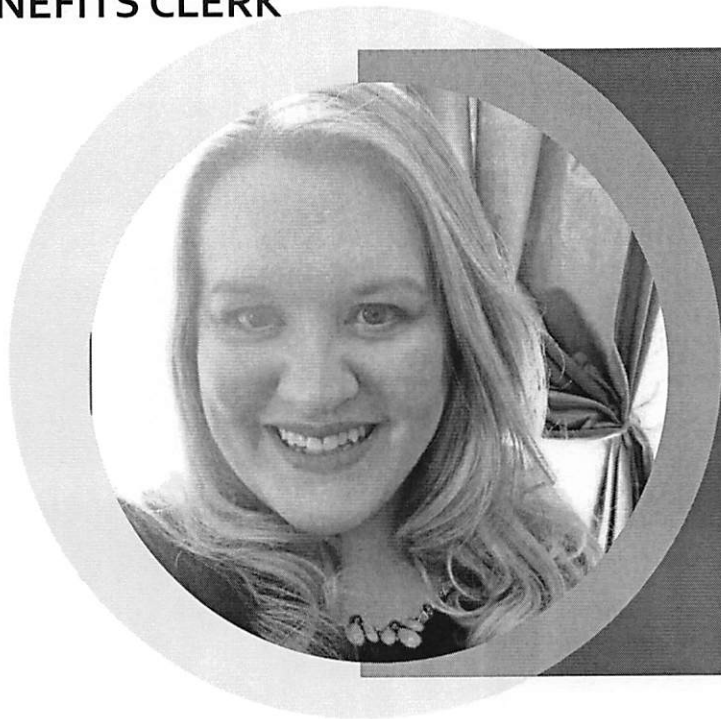
* Since Inception, 03/17/2016



KRYSTAL BURKHART, BENEFITS CLERK

JUNE 1, 2021

- Applicable Years of Experience
 - 2 HIPAA
 - 20 Customer Service
 - 10 Bookkeeping
 - 15 Confidentiality
 - 2 Insurance/Billing
- Education
 - Currently pursuing Bachelor's
B.S. Business Admin. – HR Concentration
- Wellness Program Lead
- Training
 - FMLA
 - Wellness Legal and Operative





ANDERSON COUNTY
TENNESSEE



THANK YOU!



KWHITAKER@ANDERSONCOUNTYTN.GOV



[HTTPS://ANDERSONCOUNTYTN.GOV/HUMANRESOURCES/](https://ANDERSONCOUNTYTN.GOV/HUMANRESOURCES/)

6.10 Retirement Plan

Anderson County Government participates in the Tennessee Consolidated Retirement System (TCRS). Membership to the retirement plan is mandatory for all full-time employees and the five percent (5%) employee contribution will begin after the six (6) month probation period. For those new hires who have prior TCRS membership, the TCRS probationary period will be waived and payroll deductions will start the following month after your date of hire. Anderson County Government contributes to the retirement fund for all eligible employees. TCRS information is available in the Human Resources and Risk Management Department or on the state website at <https://treasury.tn.gov/Retirement/Information-and-Resources/TCRS-Overview-and-Self-Service>

Effective fiscal year 2021, Anderson County part-time and full-time, regular employees will have the option to participate in the State of Tennessee's 401k and 457b. These optional retirement plans are available without County matching funds. The State's 401k and 457b information is available in the Human Resources and Risk Management Department or on the site website at <https://treasury.tn.gov/Retirement/Information-and-Resources/401-k-457-Investing>.

If you are considering retirement from Anderson County, you need to schedule a meeting with Human Resources and Risk Management Department approximately three (3) months before your retirement date.

120 Day Contract Provision:

In accordance with T.C.A., Section 8-36-805, retired TCRS members can accept temporary employment without suspension of retirement benefits. The retired member must have been retired 60 days and can not accrue additional retirement credits as a result of employment. Additionally, compensation cannot exceed 60% of the retiree's final year's salary plus 5% compounded annually since retirement. Disability retirees are subject to a disability earnings limitation in addition to these limits on the number of days worked and salary.

The department head must approve and TCRS paperwork must be provided to the State and filed with the Human Resources and Risk Management Department prior to start date.

Temporary Employee (120 Day Contract) Provision: T.C.A., Section 8-36-805 permits a retired TCRS member to accept temporary employment with an employer participating in TCRS without suspension of retirement benefits. There are certain requirements under this provision:

- The retired member has been retired 60 days and does not accrue additional retirement credit as a result of such employment.
 - The 60-day period may be waived provided the member renders no more than one-half of the hours he/she was normally scheduled to work prior to retirement for a like period and the head of the employing entity certifies in writing (Section 3) to the division of retirement that no other qualified persons are available to fill the position. Once retired for more than 60 days, the remaining time may be allocated at full-time or used over the one year period.
- The employer shall submit a statement of working hours for the retiree when requested and shall be subject to audit to verify working hours.
- Compensation cannot exceed 60% of the retiree's final year's salary plus 5% compounded annually since retirement.
- Disability retirees are subject to a disability earnings limitation in addition to these limits on the number of days worked and salary. Please contact the TCRS disability section for details.

SALARY LIMIT FOLLOWING RETIREMENT (Final Year's Salary x 1.05 Per Year x 60%)		120-DAY CONVERSION TO HOURS
Year 1	63.00%	8 hours a day = 960 hours a year
Year 2	66.15%	7 1/2 hours a day = 900 hours a year
Year 3	69.46%	7 hours a day = 840 hours a year
Year 4	72.93%	
Year 5	76.58%	
Year 6	80.41%	

This table sets out the maximum compensation levels for the first six years. Since 120 days is 60% of a regular workload, those limits should be considered reasonable. The table should not be interpreted as setting the pay scale for a retiree who has accepted temporary employment. The actual pay can be lower than the limit.

ENROLL TODAY

To enroll, contact your local Membership Sales Manager or mail in the completed application below to:
AirMedCare Network, P.O. Box 948, West Plains, MO 65775

By applying for membership, I agree to AirMedCare's terms and conditions on the reverse side.

INITIAL HERE: _____ TODAY'S DATE: ____/____/____

1. MEMBER CONTACT INFORMATION (Required)

Primary First Name: _____ Primary Last Name: _____ Date of Birth: ____/____/____

Home Phone Number: () _____ Cell Phone Number: () _____

E-mail Address: _____

Don't miss out on important AirMedCare Network news and updates...
leave us your e-mail address and stay in the loop!

Mailing Address: _____ City: _____

State: _____ Zip: _____ County: _____

Home Address (if different than above): _____

City: _____ State: _____ Zip: _____

2. LIST ADDITIONAL MEMBERS IN HOUSEHOLD

Secondary Member First Name	Secondary Member Last Name	Date of Birth
First Name	Last Name	Date of Birth
First Name	Last Name	Date of Birth
First Name	Last Name	Date of Birth
First Name	Last Name	Date of Birth
First Name	Last Name	Date of Birth
First Name	Last Name	Date of Birth

3. CHOOSE A MEMBERSHIP OPTION (Required)

EMERGENCY (AMCN) COVERAGE		
MEMBERSHIP OPTIONS	STANDARD COST	SENIOR (60+)/DISCOUNT
10-Year Membership*	<input type="checkbox"/> \$765	<input type="checkbox"/> \$575
5-Year Membership*	<input type="checkbox"/> \$395	<input type="checkbox"/> \$300
3-Year Membership*	<input type="checkbox"/> \$240	<input type="checkbox"/> \$185
1-Year Membership	<input type="checkbox"/> \$85	<input type="checkbox"/> \$65

*Multi-year memberships not available in AL & LA. 10-year member ship not available in IL. Terms & conditions apply.

4. CHOOSE A PAYMENT OPTION (Required)

☐ Check or Money Order Payable to: **AirMedCare Network**
P.O. Box 948, West Plains, MO 65775

☐ Automatic transfer from checking account

Name on Bank Account (Please attach a voided check): _____

Routing Number: _____ Account Number: _____

☐ Credit Card    

Credit Card Number: _____

Expires: ____/____ 3 digit code on back of card: _____

☒ Signature: _____

STATEMENT OF AUTHORIZATION
 I authorize AirMedCare Network to enroll me in the (1) without a link and on the form. I have elected to pay via credit card. I agree to abide by all terms and conditions of the credit card agreement. I have elected to pay via (1). I authorize the financial institution to transfer the amount indicated on the attached credit card to AirMedCare Network. Allowing payment to be sent even if the card is not present. I agree that these terms and conditions will be made electronically and under the rules of the National Automated Clearing House Association (NACHA).

☒ Signature required for automatic withdrawal: _____ Month: ____ Day: ____ Year: ____

MEMBER ID: _____

QAT CODE	TRACK CODE	PLAN CODE	COUPON CODE
	13938		

20202 - 0002
 NOV2020

AMERICA'S LARGEST AIR MEDICAL MEMBERSHIP NETWORK



320+ LOCATIONS
38 STATES

For a full list of providers please visit:
www.AirMedCareNetwork.com

AirMedCare NETWORK
 A Global Medical Response Solution



FOR MORE INFORMATION OR TO ENROLL:

Steve Williams
 Membership Sales Manager
 865.221.0440
donald.williams@gmr.net
amcnrep.com/steve-williams



A PARTICIPATING PROVIDER OF

AirMedCare NETWORK
 A Global Medical Response Solution

PROTECT YOUR FAMILY AND YOUR FINANCES

EMERGENCY MEMBERSHIP





In a medical emergency every second counts. AirMedCare Network (AMCN) providers respond to scene calls and provide hospital-to-hospital transports—carrying seriously ill or injured patients to the nearest appropriate medical facility. No one knows that better than AirMedCare Network.

ABOUT AIRMEDCARE NETWORK

AirMedCare Network is America's largest air medical membership network, providing financial coverage for emergency air medical transport. Even with medical insurance, air medical transport can result in significant out-of-pocket expenses, however an AMCN membership ensures no out-of-pocket expenses for medically necessary flights if flown by any AMCN provider.

MEMBERSHIP BENEFITS AT-A-GLANCE

- **NO OUT-OF-POCKET COSTS:** Members have no out-of-pocket costs if flown by an AMCN provider.
- **HOUSEHOLD COVERAGE:** Membership fees cover not just yourself, but anyone who resides within the household.
- **TELADOC ACCESS:** AMCN members enjoy access to Teladoc physicians at a discounted rate of \$3 per month
- **COAST TO COAST PROTECTION:** Membership is valid across 320 locations in 38 states, so you are covered at home and while traveling.

JOINING IS EASY!

Not only does AMCN membership provide financial protection, our 3+ million members help support the healthcare needs of the community as a whole. Our mission is to make it possible for people living in rural areas to get the life and limb saving emergency care they need, when they need it.

Secure financial peace of mind for you and your family today! Contact your local Membership Sales Manager for questions or to enroll.

"It was such a relief to know that at least I didn't have to worry about paying for the flight."

— VICTORIA KRETCH-KITCHEL, AMCN MEMBER

REAL SURVIVORS REAL STORIES



MARINA COCHRAN-SMITH AND OLIVER

Marina Cochran-Smith and Chad Swimmer had just had their first child, Oliver, via home birth. Like countless newborns, Oliver developed jaundice.

A few days passed and Oliver still had symptoms, so the couple took him to the nearby hospital. Oliver's bilirubin numbers were the highest the doctor had ever seen, and he needed to be transferred immediately to a pediatric specialty hospital.

Soon, our AMCN provider pilot Jeff Barker touched down with flight nurses Kyla Betts and Jennifer Fennerl. Marina describes both nurses as "phenomenal and professional". When they arrived at the Pediatric ICU, Oliver started phototherapy.

"We were out of there in less than 48 hours," Chad reports. "Oliver had a fantastic recovery." Marina says, "One often hears the phrase, 'You saved my life!' used flippantly. Now we know its true meaning, and there are no words that can accurately express our gratitude."

AIRMEDCARE NETWORK TERMS AND CONDITIONS

AirMedCare Network is an affiliate of affiliated air ambulance providers (each a "Company"). An AirMedCare Network membership automatically enrolls you as a member in each Company's membership program. Membership ensures the patient will have no out-of-pocket flight expenses if flown by a Company or providing proper protection against a Company's air ambulance costs that are not covered by member's insurance or other benefits or third party responsibility, subject to the following terms and conditions.

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life-or-limb-threatening, or that could lead to permanent disability, and which require emergency or stabilizing transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.

2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment maintenance limitations, governmental regulations, maintenance requirements, pilot conditions, age or sex, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crew. Company ground ambulance transport of a member by an AMCN Provider will be covered under the same terms and conditions.

3. Members who have insurance or other benefits, or third party responsibility claim, that cover the cost of ambulance services are financially liable for the cost of AMCN Provider services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to the AMCN Provider any payment received from insurance or benefits provider or any third party for air medical services provided by the AMCN Provider, not to request regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.

4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for volunteer events occurring during such time. Members must be natural persons. Membership is non-refundable and non-transferable.

5. Some states have prohibited medical beneficiaries from being offered membership or being accepted into membership programs. By enrolling, members certify to the Company that they are not Medicaid beneficiaries.

6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

* Air Evac EMS, Inc./Aurora Flight LLC/Med-Trans Corporation/REACH Air Medical Services, LLC—These terms & conditions apply to all AirMedCare Network participating provider membership programs, regardless of which participating provider transport you. In addition, waiting periods are not allowed; however, a member cannot purchase a membership at the time of transport.

IMPORTANT INFORMATION

If your network provider in your area is not requested for your transport or if it is not available for any reason such as being contacted by another patient's flight or out of service for weather or maintenance-related issues, you may need to be transported by a ground ambulance or an out-of-network air ambulance provider. Your membership only covers flights by AirMedCare Network participating providers; so you will be responsible for payment to other service providers. It is important that you get the medical care you need as quickly as possible, regardless of who provides the transport, so you have the best chance for survival and degree of recovery.

AirMedCare Network® is a registered service mark of Air Medical Group Holdings, Inc. An AMCN Fly-By-Home® membership benefits and services are offered and provided by AirMed International LLC, an FAA Part 135 operator, and Expeditious LLC, an FAA Part 135 operator, both subsidiaries of Air Medical Group Holdings, Inc.

VOTING LEAVE POLICY AMENDMENT (Proposed changes in bold)

7.8 Voting Leave

Anderson County Government strongly encourages its employees to fulfill their civic responsibility to their community by expressing their right to vote. The purpose of this policy is to compensate employees of Anderson County Government for time required to vote during **work hours in local, state, or national elections.**

Anderson County strongly encourages its employees to utilize the early voting period to lessen the burden of staffing shortages, or exercise their voting privileges during regularly scheduled off days; however, if necessary and previously approved by the employee's supervisor, any employee entitled to vote in an election in this state may be absent from work for a reasonable period of time, not to exceed three (3) hours, necessary to vote while the polls are open in the county where the employee resides. An employee who is absent from work to vote may not be subjected to any penalty or reduction in pay for such absence, if the employee complies with this policy.

If the shift of an employee begins three (3) or more hours after the opening of the polls or ends three (3) or more hours before the closing of the polls of the county where the employee is a resident, the employee may not take time off under this section.

Supervisors reserve the right to stagger personnel in order to cover business needs and specify the time the employee may be absent. Request for such absence shall be made to the employer before twelve o'clock (12:00) noon of the day before the election. Employees may not use voting leave to extend scheduled work hours to exceed total scheduled work hours.

To be eligible for voting leave during work hours, employees must:

- **Have prior approval from their supervisor,**
- Be registered to vote,
- Vote, and
- Be scheduled to work on Election Day during the hours of 7:00am and 7:00pm local time.

Overtime is calculated based on time worked, not time compensated. Time spent on voting leave will not be counted as hours worked for the purpose of computing overtime pay in any given workweek.

**Anderson County Board of Commissioners
Purchasing Committee Meeting Minutes
November 8, 2021 at 4:30 p.m.
Room 312 of the Courthouse**

Members Present: Tim Isbel (Committee Chair), Steve Mead, Phil Yager, Catherine Denenberg and Denver Waddell.

A. Contracts Approved by Law Director

1. **Hallsdale Powell Utility District, Highway Department, Contract #22-0037** – Contract for the Highway Department to repave parts of Old Clinton Highway after Hallsdale Powell Utility District installs a water line.

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Waddell seconded the motion. Motion passed unanimously.

B. Contracts Pending Law Director Approval

C. New Business

1. **Request to Surplus the following Capital Asset:**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid
2002 Chrysler Mini Van	Board of Education, Office of Technology	Does not run, must be towed	\$100

Commissioner Denenberg made a motion to approve and to forward to County Commission with a recommendation for approval. Commissioner Yager seconded the motion. Motion passed unanimously.

D. Other Business

1. **Winning Bid Amounts from the September capital asset surplus sales. Informational only, no action needed.**

DESCRIPTION	DEPARTMENT	Condition	Starting Bid	Winning Bid
2009 Ford Crown Victoria	Sheriff	Runs rough	\$200	\$994.37
2011 Ford Crown Victoria	Sheriff	Does not run, must be towed	\$200	\$569.75

2005 Ford Crown Victoria	Sheriff	Does not run, must be towed	\$200	\$602.00
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Katherine Ajmeri shared recent cost savings that the Purchasing Office was able to administer.

A savings of \$14,000 was realized after a sole source notification was posted on Vendor Registry for the purchase of the X-Ray scanner for the Detention Center. The Purchasing Office implemented the practice of publicly noticing sole source purchase over the bid threshold on vendor registry for transparency purposes a few years ago. These notices typically do not garner attention from competing vendors because the Departments' justifications are thorough and well documented. In this instance, another vendor did question the sole source decision. Although the justification still stood as correct after the vendor's points were addressed, the Department instead found a contract to piggy-back off of for their needed scanner.

Another savings in the amount \$45,820 was achieved after Geoff Trabalka and the Mayor reviewed itemized costs in the lowest bid for the Wolf Valley Convenience Center. They decided to pull out the fencing portion from the award and re-bid that part. Katherine commented to the Committee that Geoff Trabalka is very knowledgeable on the materials pricing for his projects.

C. Old Business

ANDERSON COUNTY GOVERNMENT SUMMARY OF BUDGET AMENDMENTS

November 4, 2021

<u>PAGE NO.</u>	<u>ITEM NO.</u>	<u>FUND - DEPARTMENT</u>	<u>AMOUNT</u>
Group 1 Consent Agenda - Transfers (No Commission Action Necessary)			
1	1	General Fund 101 - Animal Control	\$ 1,000.00
1	2	General Fund 101 - Motor Pool	\$ 1,925.00
2	3	General Fund 101 - Dental Clinic	\$ 300.00
2	4	General Fund 101 - I.T.	\$ 3,500.00
3	5	Fund 115 - Library	\$ 2,000.00
3	6	Fund 141 - Fiscal Service	\$ 6,535.00
Group 2 - Appropriations - School (Commission Approval by Board Vote)			
3	7	Fund 141 - Fiscal Service	\$ 525,000.00
Group 3 - Transfer - School (Commission Approval by Board Vote)			
4	8	Fund 143 - School Nutrition	\$ 145,790.00
Group 4 - Transfers - NonSchool (Commission Approval by Board Vote)			
7	14	General Fund 101 - Archives & Records	\$ 1,000.00
Group 5 - Appropriations - NonSchool (Commission Approval by Board Vote)			
5	9	General Fund 101 - Health Department	\$ 1,994.08
5	10	General Fund 101 - Health Department	\$ 9,658.71
6	11	General Fund 101 - Health Department	\$ 1,674.97
6	12	Fund 128 - Tourism	\$ 100,000.00
6	13	General Fund 101 - Sheriff	\$ 3,770.00
8	16	Omitted	\$ -
8	17	General Fund 101 - Finance	\$ 3,000.00
Group 6 - Appropriations - General Fund Unassigned Fund Balance (Commission Approval by Board Vote)			
7	15	General Fund 101 - Mayor	\$ 275,000.00
Group 7 - Miscellaneous			
9	A	New Business/Sfinance Dept. BA	Passed
9	B	Old Business/Firetruck Bulk Purchase	No Action
Group 8 - Additional Items not discussed during budget committee (requires 3/4 majority vote)			

**ANDERSON COUNTY GOVERNMENT
CASH AND FUND BALANCE REPORT
October 30, 2021**

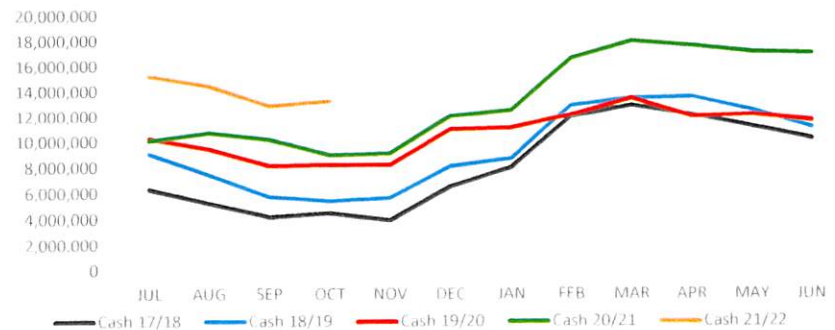
FUND	DESCRIPTION	NON-SPENDABLE	RESTRICTED FUNDS	COMMITTED FUNDS	ASSIGNED FUNDS	UNASSIGNED FUND BALANCE	TOTAL FUND BALANCE	CASH
101	General Fund	\$ -	\$ 979,623	\$ 1,753,343	\$ 2,161,322	\$ 10,225,260 *	\$ 15,119,548	\$ 13,265,398
115	Library Fund	\$ -	\$ 303,564		\$ -	\$ -	\$ 303,564	\$ 246,576
116	Solid Waste/Sanitation Fund	\$ -	\$ 282,161	\$ -	\$ -	\$ -	\$ 282,161	\$ 187,440
118	Ambulance Fund	\$ -	\$ 250	\$ -	\$ -	\$ 983,345	\$ 983,595	\$ 842,975
122	Drug Control Fund	\$ -	\$ 150,936	\$ 8,459	\$ -	\$ -	\$ 159,395	\$ 173,451
127	Channel 95 Fund	\$ -	\$ -	\$ -	\$ 67,862	\$ -	\$ 67,862	\$ 60,392
128	Tourism Fund	\$ -	\$ 337,889	\$ -	\$ 100,000	\$ -	\$ 437,889	\$ 572,968
131	Highway Fund	\$ 35,560	\$ 269,737	\$ 3,499,517	\$ -	\$ -	\$ 3,804,814	\$ 5,301,630
141	General Purpose School Fund	\$ -	\$ -	\$ 12,987,226	\$ -	\$ -	\$ 12,987,226	\$ 12,620,910
143	Central Cafeteria	\$ 126,069	\$ 1,786,700	\$ -	\$ -	\$ -	\$ 1,912,769	\$ 1,778,865
151	General Debt Service Fund	\$ -	\$ 515,512	\$ -	\$ -	\$ -	\$ 515,512	\$ 948,814
152	Rural Debt Service Fund	\$ -	\$ 337,093	\$ -	\$ -	\$ -	\$ 337,093	\$ 685,110
156	Education Debt Service Fund	\$ -	\$ 179,076	\$ 118,995	\$ -	\$ -	\$ 298,071	\$ 262,951
171	Capital Projects Fund	\$ -	\$ 194,783	\$ -	\$ -	\$ -	\$ 194,783	\$ 261,947
177	Education Capital Projects Fund		\$ 261,535	\$ 5,996	\$ -	\$ -	\$ 267,531	\$ 353,897
263	Employee Benefit Fund	\$ 38,412	\$ -	\$ -	\$ 1,151,893	\$ -	\$ 1,190,305	\$ 1,301,708

* General Unassigned Fund Balance limit of \$5.5MM requiring 2/3 (11) votes for budget amendments.

**Cash Trends
October**

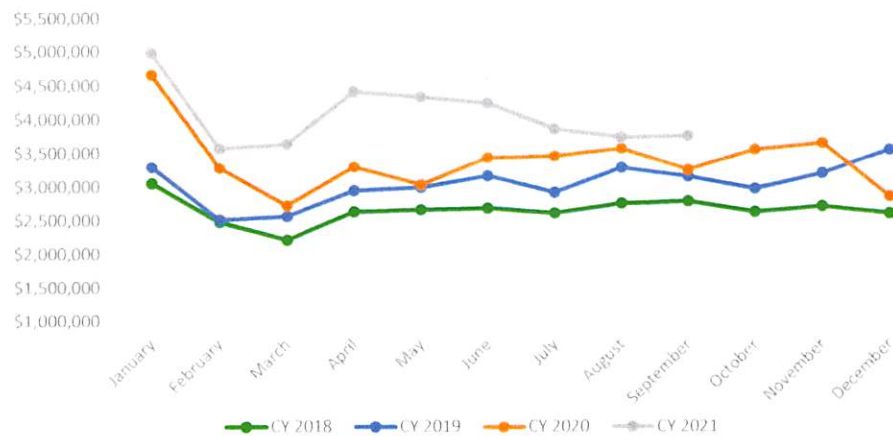
Cash 17/18	4,479,000
Cash 18/19	5,405,936
Cash 19/20	8,246,543
Cash 20/21	8,960,764
Cash 21/22	13,265,398

General Fund Cash Trends



	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	+/-
2020									
January	\$1,025,233.42	\$741,449.75	\$80,091.55	\$37,186.31	\$2,649,211.65	\$124,906.57	\$0.00	\$4,658,079.25	41%
February	\$320,847.16	\$571,428.74	\$64,011.97	\$24,721.03	\$2,216,955.53	\$79,765.86	\$0.00	\$3,277,730.29	30%
March	\$323,620.51	\$567,300.13	\$65,721.42	\$22,322.77	\$1,660,162.09	\$83,113.87	\$0.00	\$2,722,240.79	6%
April	\$361,720.82	\$657,617.38	\$92,047.62	\$30,073.46	\$2,045,496.33	\$106,392.24	\$0.00	\$3,293,347.85	12%
May	\$348,469.84	\$625,189.25	\$65,584.81	\$26,437.47	\$1,866,460.89	\$98,923.46	\$0.00	\$3,031,065.72	1%
June	\$390,186.68	\$722,700.70	\$82,338.60	\$30,362.69	\$2,089,054.73	\$115,875.68	\$0.00	\$3,430,519.08	9%
July	\$408,899.21	\$680,962.02	\$85,090.00	\$33,363.50	\$2,137,018.26	\$106,832.15	\$0.00	\$3,452,165.14	19%
August	\$411,366.06	\$703,176.67	\$86,626.66	\$37,144.32	\$2,225,945.94	\$94,435.44	\$0.00	\$3,558,695.09	9%
September	\$334,489.56	\$649,943.04	\$81,649.11	\$35,224.76	\$2,048,244.37	\$94,645.35	\$0.00	\$3,244,196.19	3%
October	\$538,286.44	\$689,377.48	\$78,537.83	\$33,852.18	\$2,116,032.28	\$90,242.52	\$0.00	\$3,546,328.73	19%
November	\$484,289.65	\$714,308.95	\$84,810.47	\$36,070.72	\$2,224,699.75	\$95,400.15	\$0.00	\$3,639,579.69	14%
December	\$443,904.59	\$689,081.64	\$80,308.27	\$32,853.87	\$1,499,868.63	\$102,459.19	\$0.00	\$2,848,476.19	-19%
Totals:	\$5,391,313.94	\$8,012,535.75	\$946,818.31	\$379,613.08	\$24,779,150.45	\$1,192,992.48	\$0.00	\$40,702,424.01	12%
	Anderson Co.	Clinton	Rocky Top	Norris	Oak Ridge	Oliver Springs	Out of State	Total	
2021									
January	\$691,871.40	\$854,569.43	\$85,449.26	\$50,747.19	\$3,189,118.59	\$109,064.61	\$0.00	\$4,980,820.48	7%
February	\$413,424.62	\$676,048.10	\$92,017.51	\$35,736.38	\$2,257,224.79	\$98,481.85	\$0.00	\$3,572,933.25	9%
March	\$488,539.04	\$647,647.04	\$71,405.00	\$30,856.85	\$2,310,754.03	\$85,812.20	\$0.00	\$3,635,014.16	34%
April	\$624,772.56	\$812,005.66	\$97,027.21	\$40,761.43	\$2,716,162.53	\$112,327.65	\$0.00	\$4,403,057.04	34%
May	\$673,349.68	\$807,388.91	\$95,601.75	\$38,539.38	\$2,616,176.72	\$98,852.41	\$0.00	\$4,329,908.85	43%
June	\$615,785.15	\$796,440.98	\$93,263.38	\$41,701.20	\$2,591,565.86	\$99,347.49	\$0.00	\$4,238,104.06	24%
July	\$407,603.66	\$785,470.40	\$91,806.89	\$40,670.36	\$2,432,412.87	\$94,819.67	\$0.00	\$3,852,783.85	12%
August	\$456,077.54	\$802,749.42	\$97,586.84	\$43,571.75	\$2,182,189.29	\$97,660.79	\$44,262.69	\$3,724,098.00	5%
September	\$539,632.32	\$755,635.19	\$83,993.88	\$40,787.96	\$2,178,398.70	\$98,324.41	\$50,309.65	\$3,747,082.11	16%
October							\$0.00	\$0.00	-100%
November							\$0.00	\$0.00	-100%
December							\$0.00	\$0.00	-100%

Local Option Sales Tax - Total Net Collections



61%

BUDGET COMMITTEE MINUTES

NOVEMBER 4, 2021

Members Present:

Shain Vowell, Commissioner – Chairman
Denver Waddell, Commissioner
Bob Smallridge, Commissioner
Robert Jameson, Commissioner
Catherine Denenberg, Commissioner
Chuck Fritts, Commissioner
Jerry Creasey, Commissioner

Meeting Facilitator: Robby Holbrook, Finance Director

Members Absent: Jerry White, Commissioner

TRANSFERS (Approved through Consent Agenda)

THE 1st ITEM, to be presented to the Anderson County Budget Committee, was a written request from Brian Porter, Animal Control, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Code:

101-55120-355	Travel	\$1,000.00
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Decrease Expenditure Code:

101-55120-499-ANML	Other Supplies & Materials	\$1,000.00
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Justification: Shelter staff goes to PetSmart regularly and the travel code is depleted.

Motioned by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to approve the transfer request.

THE 2nd ITEM, to be presented to the Anderson County Budget Committee, was a written request from, John Vickery, Motor Pool Director, that the following **TRANSFER** in General Fund 101 be approved.

Decrease Expenditure Codes:

101-54900-453	Vehicle Parts	\$800.00
101-54900-453-1000	Vehicle Parts- Other Departments	<u>1,125.00</u>
		\$1,925.00

Increase Expenditure Codes:

101-54900-359	Disposal Fees	\$800.00
101-54900-511	Other Public Safety-Vehicle & Equipment Insurance	<u>1,125.00</u>
		\$1,925.00

Justification: 101-59400-359 is for a 6 yd. dumpster at Fleet Service. 101-54900-511 adding contents ONLY insurance to Fleet Service facilities per HR.

Motioned by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to approve the transfer request.

THE 3rd ITEM, to be presented to the Anderson County Budget Committee, was a written request from Art Miller, Dental Clinic, that the following **TRANSFER** in General Fund 101 be approved.

Increase Expenditure Code:

101-55160-399-2100	Other Contracted Services	\$300.00
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Decrease Expenditure Code:

101-55160-334	Maint. Agreements	\$300.00
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Justification: The funds will be used for copier rentals for the Clinton office.

Motioned by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to approve the transfer request.

THE 4th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Brian Young, I.T. Department, that the following **TRANSFER** in General Fund 101 be approved.

Decrease Expenditure Code:

101-52600-399	Outside Services	\$3,500.00
---------------	------------------	------------

Increase Expenditure Codes:

101-52600-709	Data Processing	\$3,000.00
101-52600-425	Gasoline	<u>500.00</u>
		\$3,500.00

Justification: This transfer is to help rebuild a server for buildings and fuel to cover the year. There happened to be some savings on the acronis backup we want to move into data processing.

Motioned by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to approve the transfer request.

THE 5th ITEM, to be presented to the Anderson County Budget Committee, was a written request from the AC Library Board that the following **TRANSFER** in Library Fund 115 be approved.

Decrease Expenditure Code:

115-56500-711-3001	Furniture and Fixtures	\$2,000.00
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Increase Expenditure Code:

115-56500-790-3001	Other Equipment	\$2,000.00
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Justification: The funds will be used to complete computer equipment purchases.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to approve the transfer request.

THE 6th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Fiscal Services, Marcus Bullock, that the following **TRANSFER** in General Purpose School Fund 141 be approved.

Decrease Expenditure Codes:

141-71400-206	Life Insurance	\$ 60.00
141-71400-207	Medical Insurance	<u>6,475.00</u>
		\$6,535.00

Increase Expenditure Codes:

141-71100-206	Life Insurance	\$ 60.00
141-71100-207	Medical Insurance	<u>6,475.00</u>
		\$6,535.00

Justification: To transfer the remaining balance of the Fast Track budget into regular instruction program. Fast Track has been absorbed by the Anderson County Innovation Academy and is now considered part of the regular instruction program.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Bob Smallridge, and passed to approve the transfer request.

APPROPRIATIONS REQUIRING FULL COMMISSION APPROVAL

THE 7th ITEM, to be presented to the Anderson County Budget Committee, was a written request from, Julie Minton, Fiscal Services, that the following **APPROPRIATION** in General Purpose School Fund 141 be approved.

Increase Expenditure Code:

141-71100-211	Regular Instruction Local Retirement	\$525,000.00
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Decrease Reserve Code:

141-39000	Unassigned Fund Balance	\$525,000.00
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(Amendment will be from 141-34615 Committed for Finance and a JE will replenish the reserve for 39000)

Justification: To appropriate funds for retirement accruals from prior year not reflected on June 2021 records. This amount represents Tennessee Consolidated Retirement costs for funds 141, 142, and 145.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Catherine Denenberg, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 8th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Margaret Burrell, School Nutrition, that the following **TRANSFER (PAYROLL)** in Cafeteria Fund 143 be approved.

Increase Expenditure Codes:

143-73100-105	Food Service-Supervisor	5,790.00
143-73100-336	Food Service-Repairs & Maintenance	35,000.00
143-73100-421	Food Service-Food Preparation Supplies	50,000.00
143-73100-471	Food Service-Software	35,000.00
143-73100-499	Food Service-Other Supplies and Materials	<u>20,000.00</u>
		\$145,790.00

Decrease Expenditure Code:

143-73100-710	Food Service-Food Service Equipment	\$145,790.00
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Justification: A. Vacation payout for any days over 30 was not on the original budget.

B. Cooler and freezer units may need repairs/replacements due to age.

C. Supply chain issues have driven up paper goods at least 25%. This will give us latitude to buy a large one time or numerous small purchases of trays, eating utensils, smallwares that we can use until the flow of goods can normalize.

D. Software purchase for Front and Back of House Service Operations that will allow us to meet current regulations and prepare for our federal review in 18 months.

E. This code has been used to buy emergency type purchases of paper goods and food serving products. We have depleted the balance, and need to add sufficient operating funds to meet the needs of our program. We are shifting the paper goods code to 421, which should better reflect and separate the funds used in the 421 account from the 499, which is more general in nature.

F. This equipment fund will still have a balance of \$281,711 after the amendment. This will be sufficient.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Robert Jameson, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 9th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner, Health Department, that the following **APPROPRIATION** in Health Department Fund 101 be approved.

Increase Expenditure Code:

101-55110-499-PPI	Local Health Center-Other Supplies and Materials- Primary	\$1,994.08
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$1,994.08
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(Amendment will be from 101-34530-PPI Restricted for Public Health & Welfare-Primary Prevention Initiatives and a JE will replenish the reserve for 39000)

Justification: Moving funds from restricted code to expenditure code.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Robert Jameson and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 10th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner, Health Department, that the following **APPROPRIATION** in Health Department General Fund 101 be approved.

Increase Expenditure Codes:

101-55110-599-TAB	Local Health Center-Other Charges- Tobacco Grant	\$9,658.71
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$9,658.71
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(Amendment will be from 141-34530-TAB Restricted For Public Health & Welfare-Tobacco Grant and a JE will replenish the reserve for 39000)

Justification: Moving funds from restricted code to expenditure code.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Robert Jameson, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 11th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Charles Turner, Health Department, that the following **APPROPRIATION** in Health Department General Fund 101 be approved.

Increase Expenditure Code:

101-55110-499-MICRO	Local Health Center- Other Supplies & Materials- Microclinic	\$1,674.97
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$1,674.97
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(Amendment will be from 141-34560-MICRO Local Health Center- Other Supplies & Materials Microclinic and a JE will replenish the reserve for 39000)

Justification: Moving funds from restricted code to expenditure code.

Motion by Commissioner Bob Smallridge, seconded by Commissioner Robert Jameson, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 12th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Stephanie Wells, Tourism, that the following **APPROPRIATION** in Tourism Fund 128 be approved.

Increase Reserve Code:

128-34785	Assigned Tourism Fund Balance-Capital Projects	\$100,000.00
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Decrease Reserve Code:

128-34535	Restricted Tourism Fund Balance	\$100,000.00
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Justification: Moving funds from the Restricted Tourism Fund Balance to the Assigned Tourism Fund Balance for future building construction or existing building needed repairs.

Motion by Commissioner Catherine Denenberg, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 13th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Sheriff's Department, Sheriff Russell Barker/Tyler Mayes, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Revenue Code:

101-44990	Other Local Revenues	\$3,770.00
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Increase Expenditure Code:

101-54110-170	Salaries/Wages- SRO Officers	\$3,770.00
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Justification: This appropriation is for reimbursing our SRO wages. ACSO is paying for security detail at ball games and then being reimbursed by the schools. The Board of Education has already reimbursed ASCO on 10/25/2021.

Motion by Commissioner Chuck Fritts, seconded by Commissioner Catherine Denenberg, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 14th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Archives & Records, Mayor Terry Frank, that the following **TRANSFER (Payroll)** in General Fund 101 be approved.

Decrease Expenditure Code:

101-51910-169	Part-Time Help	\$1,000.00
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Increase Expenditure Code:

101-51910-162	Clerical Personnel	\$1,000.00
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Justification: This transfer is to provide an increase in the hourly pay rate for the county archivist, who has completed the six-month probationary employment period. This transfer will cover the increase through the end of June 2022.

Motion by Commissioner Denver Waddell, seconded by Commissioner Catherine Denenberg, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

THE 15th ITEM, to be presented to the Anderson County Budget Committee, was a written request from General Administration, Mayor Terry Frank, that the following **APPROPRIATION** in General Fund 101 be approved.

Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$275,000.00
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Increase Expenditure Code:

101-51900-799-NWDSP	General Administration-Norwood Safety Project	\$275,000.00
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Justification: This request is to set aside/restricted estimated matching funds for a Transportation Alternative Program Grant Award for pedestrian safety improvements in the Norwood Middle and Norwood Elementary School area. Grant award letter is attached as an exhibit. Federal Funding awarded is \$711,396.00.

Motion by Commissioner Robert Jameson, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

Voting No: Commissioner Denver Waddell
THE 16th ITEM, was omitted.

THE 17th ITEM, to be presented to the Anderson County Budget Committee, was a written request from Robby Holbrook, Finance, that the following **APPROPRIATION** in General Fund 101 be approved.

Increase Expenditure Code:

101-52100-709	Finance-Other Capital Outlay	\$3,000.00
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Decrease Reserve Code:

101-39000	Unassigned Fund Balance	\$3,000.00
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(Amendment will be from 101-34615 Committed- Gov Deals and a JE will replenish the reserve for 39000)

Justification: I.T. has determined that Finance has a failing switch and it needs to be replaced. This will also leave a balance for other capital outlay needs in the Finance Department and if not spent the money will be returned to 101-34615.

Motion by Commissioner Denver Waddell, seconded by Commissioner Bob Smallridge, and passed to refer to the Anderson County Board of County Commissioners with a recommendation for approval.

SECTION A, New Business

Finance Director Robby Holbrook presented an appropriation request on behalf of the Finance Department. This is reflected as “THE 17th ITEM” above.

SECTION F, Old Business

On behalf of the Anderson County Fire Commission, Andersonville Volunteer Fire Department Chief Ambrea Peters presented an option for bulk purchasing of Firetrucks for discussion and consideration. No action taken.

Meeting Adjourned.



Robert J. Holbrook, Finance Director

Important Note: this form is due to the budget Director's Office by 2:00 P.M. ON Monday before the Budget Committee meeting.

TYPE OF AMENDMENT

TRANSFER:

APPROPRIATION: X

DEPARTMENT:

FROM:

Finance

Robby Holbrook

INCREASE	CODE DESCRIPTION	AMOUNT
101-52100-709	Finance- Other Capital Outlay	\$ 3,000.00
	TOTAL	\$ 3,000.00
DECREASE	CODE DESCRIPTION	
101-34615	Committed- Gov Deals	\$ 3,000.00
	TOTAL	\$ 3,000.00
Motion <input type="checkbox"/> To Approve <input type="checkbox"/> To Refer <input type="checkbox"/> With <input type="checkbox"/> W/O		
Seconded _____		
Motion _____		
Detailed Justification / Explanation : IT has determined Finance has a failing switch and it needs to be replaced. This will also leave a balance for other capital outlay needs in the Finance Department and if not spent the money will be returned to 101-34615 Impact on 21/22 Budget - NO		

23,000

ANDERSON COUNTY BOARD OF EDUCATION
101 S. Main Street
Clinton, TN 37716
Board of Education Meeting
October 7, 2021
6:00 PM

Board Members	Present	Absent
John Burrell, Chairman	√	
Don Bell	√	
Dail Cantrell	√	
Scott Gillenwaters	√	
Glenda Langenberg	√	
Andy McKamey	√	
Teresa Portwood	√	
Jo Williams	√	
Dr. Tim Parrott, Director	√	
Student Board Members		
Scarlett Ayers		√
Sully Sullivan		√

OTHERS PRESENT

Ryan Sutton, Greg Deal, Kelly Myers, Anne Ford, Quinn Bender

I. CALL TO ORDER

Dr. Burrell called the meeting to order at 6:01 PM as a regular monthly meeting of the Board of Education. Don Bell led the pledge of allegiance.

II. RECOGNITION OF GUESTS

Dr. Burrell recognized Faye Heatherly and Sharon Ridenour of the Campbell County Board of Education on hand to critique the meeting for the board's *Board of Distinction* award.

III. PERSONS TO BE HEARD

A. None.

IV. APPROVAL OF AGENDA

- A. **Motion** by Don Bell and seconded by Glenda Langenberg to approve the agenda.
Motion carried.

V. APPROVAL OF CONSENT AGENDA

- A. Regular Meeting Minutes – September 9, 2021
- B. Human Resources report
- C. Field Trip report – none
- D. Professional Leave report - none
- E. Student Services report
- F. Contracts: None
- G. Resolution – Custodians
- H. Policies for second reading:
- Policy 5.302 Sick Leave was tabled for review.
 - **Motion** by Jo Williams and seconded by Scott Gillenwaters to approve policy 5.310 Vacations and Holidays (revised) on second reading. **Motion carried.**

Motion by Jo Williams and seconded by Andy McKamey to approve the consent agenda.
Motion carried.

VI. EXECUTIVE APPROVAL

None.

VII. COMMENTS FROM THE CHAIR

- A. Andy McKamey earned Level 4 Boardsmanship and was recognized at the Fall District meeting
- B. There will be no UTrust dinner during the TSBA Conference due to COVID restrictions
- C. Above and Beyond Awards – Bus Drivers were recognized

VIII. COMMENTS FROM STUDENT BOARD MEMBERS

None.

IX. DIRECTOR'S REPORT

- A. Dr. Parrott said eight schools are Reward and/ or Level 5 schools. Those school staff members received cake and ice cream to celebrate; ACCTC has three courses that are level 5 – we will get a cake and celebrate after fall break; projects are ongoing – tile replacement, bleachers, concrete and 8 gym floors; the budget appropriations passed in committee today; CHS softball field is looking good; ESSER plan has been submitted; core samples have been done for NMS addition; lights are in and should be installed soon at the CHS football field; congratulations to Clay McKamey for getting CHS field turf installed for football games!

X. COMMITTEE REPORTS

- A. Scott Gillenwaters presented the Budget Committee report. **Motion** by Scott Gillenwaters and seconded by Don Bell to approve a request from Clinton Middle and Norwood Middle Schools in the amount of \$20,000 for band instruments for their music programs. **Motion carried.**
- B. Jo Williams provided the Policy Committee report. **Motion** by Jo Williams and seconded by Teresa Portwood to approve policies 1.8011.3 Employee Assignments During Emergency Closure, 5.303 Personal and Professional Leave, 5.701 Substitute Teachers 6.500 Special Education Students and 6.600 Student Records on first reading. **Motion carried.**

XI. ACTION ITEMS

- A. **Motion** by Jo Williams and seconded by Don Bell to continue Collaborative Conferencing with the Anderson County Education Association. **Motion carried.**

XII. APPROPRIATIONS

Financial Report

Motion by Scott Gillenwaters and seconded by Andy McKamey to approve budget appropriations 1 a – d. **Motion carried.**

Roll Call Vote

Don Bell	Yea
John Burrell	Yea
Dail Cantrell	Yea
Scott Gillenwaters	Yea

Glenda Langenberg	Yea
Andy McKamey	Yea
Teresa Portwood	Yea
Jo Williams	Yea

XIV. TRANSFERS

Motion by Scott Gillenwaters and seconded by Andy McKamey to approve transfers 2 a - b. Motion carried.

Adjourned at 6:21 PM.

Dr. John Burrell, Chairman

Dr. Tim Parrott, Director of Schools

MEMORANDUM

TO: County Commission Members
Terry Frank, County Mayor
Robbie Holbrook, Finance Director

FROM: Dr. Tim Parrott, Director of Schools *T. Parrott*

DATE: November 2021

RE: Report to County Commission

ATTENDANCE

Student enrollment stands at 6093.

GEAR UP TN



CHS Athletes teamed up with GEAR UP to visit JOHNSON University. The tour included a session with the athletic director on recruiting along with suggestions for athletes wanting to play at the next level.

CHS Gear Up takes AP English and History students to tour TTU. While there students met with 2018 GEAR UP CHS alum Ciara Riedlinger.





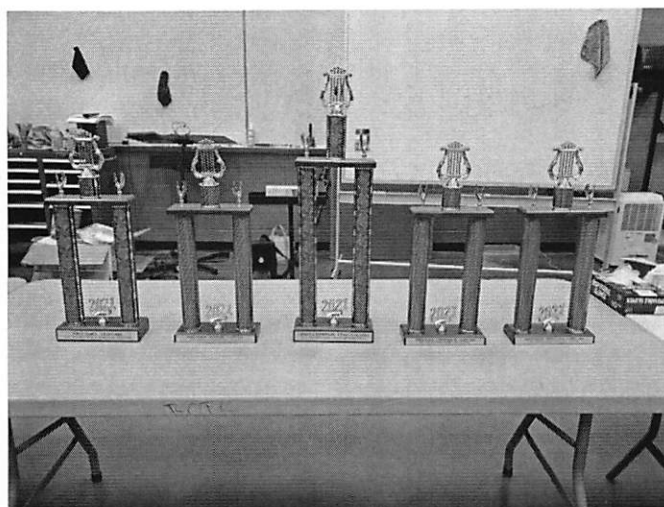
Senior parents at ACHS and CHS have been busy completing FAFSAs for their future college students. An estimated 150 FAFSA have been completed in the first 20 days of eligibility.

Clinton High School

The Clinton High School Band competed at the *Music in the Castle* band competition in Bristol, Tennessee on Saturday.

The band received the following awards:

- 1st Place Color Guard
- 1st Place Percussion
- 1st Place Visual
- 1st Place Effect
- 1st Place Band
- 2nd Place Music
- 3rd Place Drum Major



And

- **Overall Grand Champion in Class A/AA out of 17 bands!**

We couldn't be more proud of how our students represented our school and community!

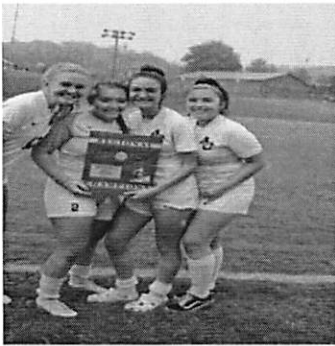
Anderson County High School



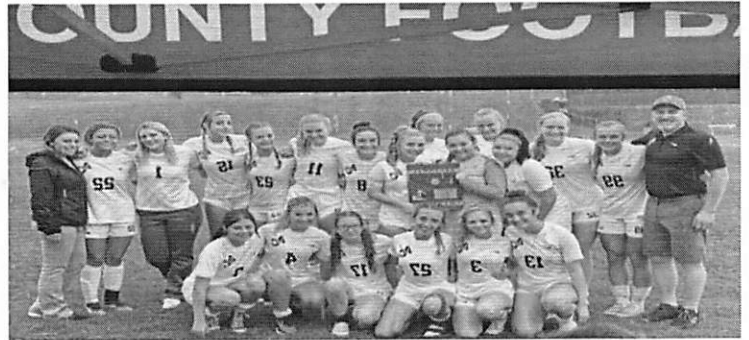
Over the past couple of weeks, two of our female athletic programs have been quite successful. During fall-break, the volleyball team won the region tournament giving them an opportunity to host a sectional game. The Lady Mavs won that match 3-0 sending them back to Murfreesboro for the third straight year.



While in Murfreesboro, the Lady Mavs finished 2-2, being eliminated by eventual state champion Hume-Fogg, whom they defeated on opening day of the tournament. The volleyball team finished 4th in the state in AA.



The Lady Mav soccer team made another historic run this past week after finishing runner-up in their district tournament and upsetting host Kingston in the region championship game.



The win allowed the girls to host the sectional game on the turf against visiting Signal Mountain. After two halves and two overtime periods, the score was still 0-0. The game would be decided by penalty kicks. In the end, the Lady Mavs would fall 3-2 in PK's, ending their season.

ACCTC



Anderson County Career and Technical Center FCCLA and HOSA attended the Leadership camp at Camp Widjiwagan. They had the opportunity to learn about "Road Trippin' Through Leadership" and how pieces of leadership teams can be enhanced to form a stronger chapter and member experience. This was a first time experience for both clubs and they focused on collaboration to increase the strength and success of their clubs.

Innovation Academy



These students have already earned credits even though the semester is not over! Success breeds success!

Jobs for Tennessee Graduates (JTG), an affiliate of Jobs for America's Graduates (JAG), is a non-profit organization determined to help steer high school students toward graduation, help students to overcome individual barriers, and help students to be prepared for post-secondary education, military service, and/or job opportunities. The JAG Advantage provides student-centered services for students to reach their potential. ACIA currently serves ten seniors in JTG. The future goals for this

group of young people include an Air Force mechanic, psychiatric technician, real estate agent, construction manager/owner, illustrator, mechanic, computer software development, as well as exploring the medical field. JTG helps to implement employability skills that transcend school and the workplace. We are expecting great things from this crew!

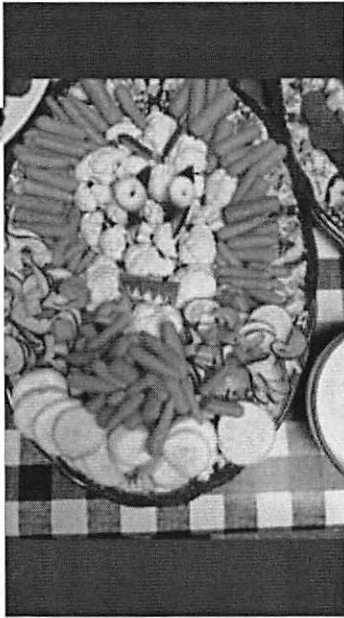


MIDDLE SCHOOLS

Clinton



Spooky Scary STEM Night was a huge success at CMS. Students from Tennessee Tech worked alongside the CMS staff to create a night filled with STEM activities. Students traveled to different stations to experience Science experiments and STEM activities while dressed as their favorite Halloween character. Along the way, students and families enjoyed delightfully spooky Halloween treats created by our very own Culinary Arts program. It was a wonderful experience for our students and our community.



Lake City

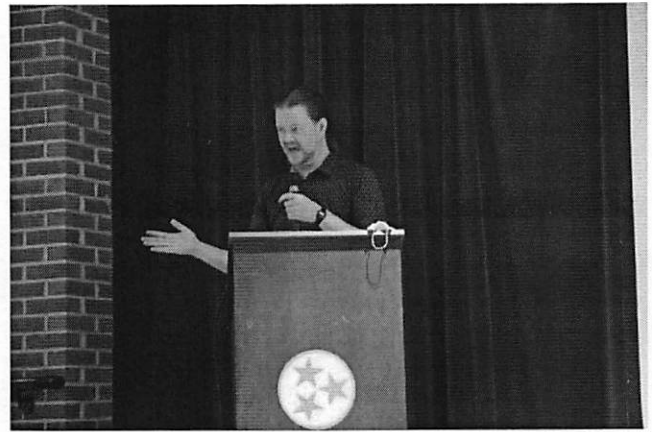
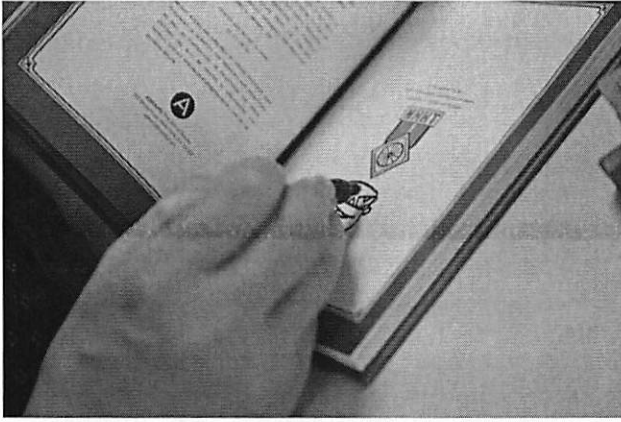


Lake City Middle School 8th graders recently participated in Whitebox Learning to research, design, and test virtual rockets. The students had an online competition with one another to test the flight and descent time of the virtually designed rockets. After the competition, the students watched the movie *October Sky*, to see how real life rocket experience was implemented. Students also built solid fuel rockets. They discussed how certain parts of the vehicle would determine the failure or success of the flight of the rocket. Then, the students went outside and shot their rockets. Lastly, they discussed and described their rocket's flight, using the information they learned from the Whitebox Learning research.

Norris

Norris Middle School 6th-graders had the opportunity to participate in an author visit with Mr. Nathan Hale. A prolific illustrator and writer of historical events, Mr. Hale kept everyone laughing with his witty sketches and lively anecdotes. NMS listened to the little-known tale of mercury poisoning experienced during the Lewis and Clark Expedition, and celebrated the accomplishments of York and Sacajawea along the way! Two of our students, Casen and Ashton, were so excited they wrote articles for the *Norris Bulletin* detailing the event. Thanks to a DonorsChoose grant, every 6th-grader received a free copy of one of Mr. Hale's books, and many

chose to have them autographed after his visit. It was a wonderful way to celebrate literacy!



Norwood

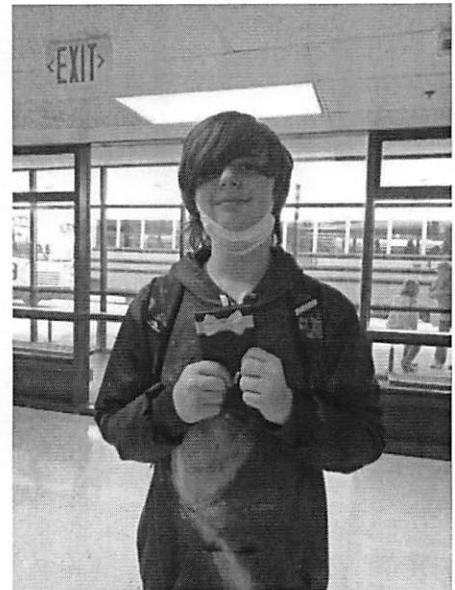
ESSR Funding has given Norwood Middle School the opportunity to add an additional Interventionist to their staff. This additional teacher is able to provide students with a high level of support in small groups. Students really enjoy the small group setting to ask questions and correct misconceptions.



Students and teachers at Norwood Middle have been busy working towards their literacy goals this month! Eighth grade students that read a book outside of their required reading were invited to an Elite Literary Luncheon with Ms. Bednar. These students enjoyed a yummy taco lunch while they were celebrated for going above and beyond for their reading.

6th grade students had the opportunity to listen to author Nathan Hale while he completed a live illustration of his story. Students enjoyed learning about historical information in a fun and exciting way. The 6th

grade students also received a free book from Mr. Hale to help them encourage and continue their love of reading.



Mrs. Sherry, Norwood Middle librarian, organized a book fundraising program called Book Blast. This fundraiser raised over \$4,800 for books for students and every child will receive two free books! Book Blast also drew daily Amazon gift cards for students so they could purchase their favorite books. A big thanks to Mrs. Sherry for helping our students become lifelong learners.

ELEMENTARY SCHOOLS

ESSER Funds

Our elementary schools have benefitted from the additional funds made available through the Every Student Succeeds grant program. We have been able to acquire some excellent resources to enhance our classrooms. Each school has been able to hire kindergarten, first and second grade teaching assistants. These teaching assistants work directly with students to help address any learning loss students may have had over the past two years of interrupted instruction.

Here are a few...



Mallory Stooksbury
AES Kindergarten



Brittany Moore
AES 1st Grade



Christy Woosley-
AES 2nd Grade



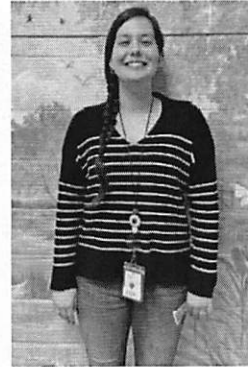
Beth Mounger
FES



Anna Laster and
Robin Miller
FES



Melanie Haun
Dutch Valley



Jessica Colton
Dutch Valley

Andersonville

Family Art Night 2021

On November 18 art teacher Macy Martinez will be hosting a virtual family art night for all Andersonville Elementary families. Families will order kits for \$10 and their kit will be sent home with their students. The kits include a snowman cutout, acrylic paint, paintbrush, water cup and paper plate for a paint pallet. Families will be able to follow along on either Facebook live or watch the demonstration on ACTV. If families are unable to watch live, they will be able to watch the replay on the schools Facebook page.





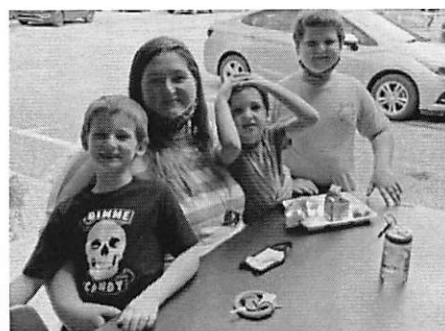
Dictionaries Donated

The Oak Ridge Rotary Club gave our 3rd graders brand new dictionaries. The students love them.

Briceville

Parent Lunch

Briceville Elementary hosted another successful monthly parent lunch. Prek-5th grade students enjoyed lunch with their families on October 1.



Halloween and Red Ribbon Week

Red Ribbon Week ended with costume day and trick or treating at BES. Fun was had by students and staff alike.



Basketball

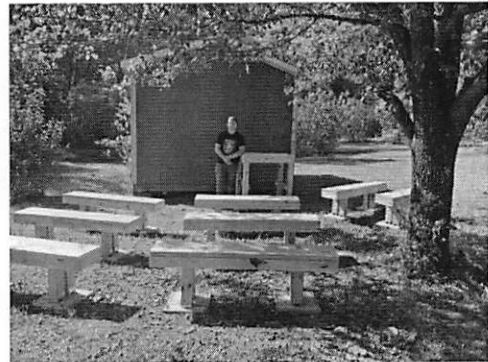
The BES Hornets basketball team is back in action this year. The first official game of the season was a close one against NWES. Students and coaches had a great time and look forward to growing their basketball skills this season!



Claxton

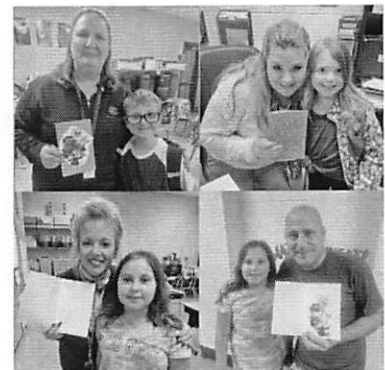
Outdoor Classroom Installed

Claxton Elementary started off the month with a wonderful addition to our outdoor wetlands area. Johnny Clark (an aspiring Eagle Scout) took his vision for an outdoor classroom and made it a reality. This outdoor classroom will be used by all Claxton elementary students.



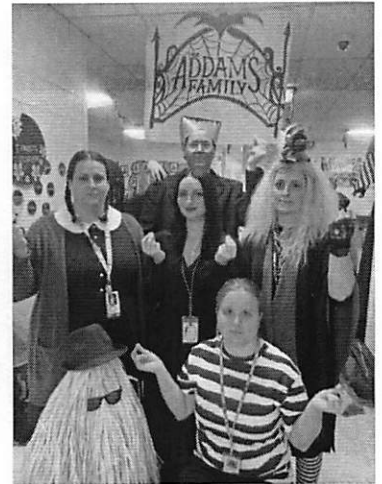
Teacher Recognition Club

Claxton students have created *The Cougar Confetti Club*. This club recognizes teachers and staff for hard work and dedication that is noticed by the students. Teachers and staff are always so excited to be recognized by students.



Boo at the School

Whoever doubts the commitment of school staff should visit a school on Halloween. On Friday, October 29, Claxton hosted "Boo at the School." Teachers, staff and community members made this day for students even a haunted Claxton also plans host students who creating a costume for the event. You may have seen a feature on WBIR about the costume closet!



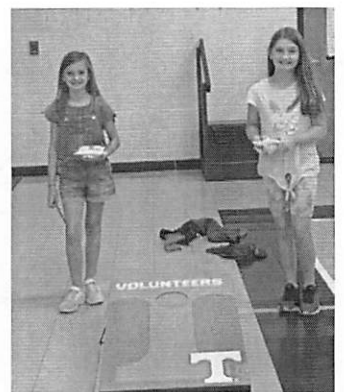
Custodians Recognized

Claxton students honored our custodians with a Looney Tunes theme this week!



Dutch Valley Pioneer Celebration

October means the end of the first 9 weeks of school and the 9 weeks incentive day at Dutch Valley Elementary School. This day is a celebration for making good choices and being good leaders. Way to go pioneers!



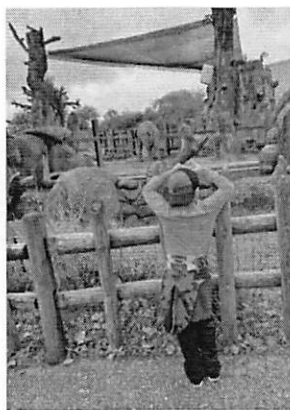
Growth Mindset Assembly



Dutch Valley was thrilled to get to participate in some back to normal activities such as the Ted Show and a school wide field trip. The Ted Show used yo-yo tricks to talk to students about growth mindset.

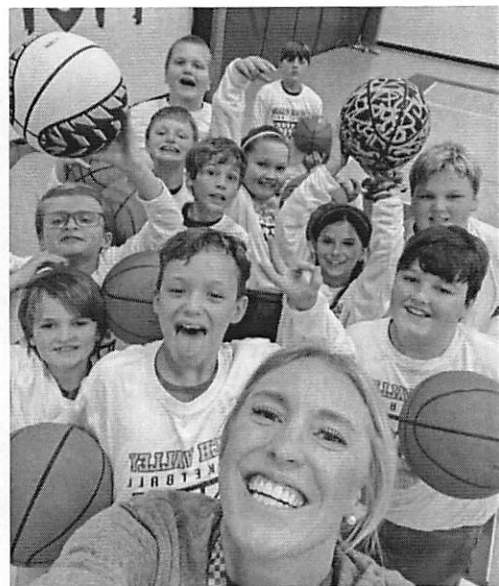
Let's Go to the Zoo

Near the end of October, DVES took a school-wide field trip to the Knoxville Zoo. Many students had never been to the zoo before and were so excited to see wild animals up close.



Basketball

Dutch Valley has their first official basketball team this year! The Pioneers began practice in October and had their first game October 30. Coach Cox has big plans for the growth of her little team of Pioneers and we can't wait to see them in action again soon.



Fairview

Family Art Night 2021

On November 18 Art Teacher Alison Greenhouse will be hosting a virtual family art night for all Fairview Elementary families. Families will order kits for \$10 and their kit will be sent home with their students. The kits include a snowman cutout, acrylic paint, paintbrush, cup for water and a paper plate for a paint pallet. Families will be able to follow along on either Facebook live or watch the demonstration on ACTV. If families are unable to watch live, they will be able to watch the replay on the schools Facebook page.



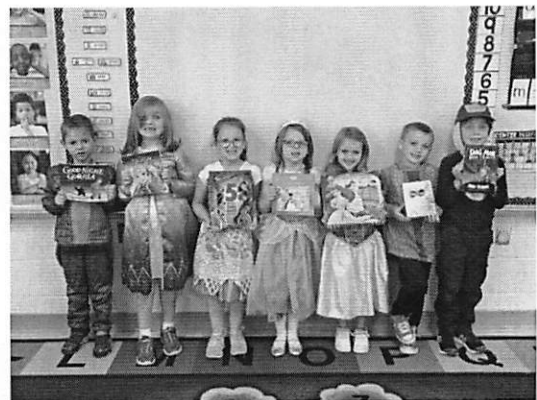
John Fulkerson Visits Fairview



Fairview Elementary was lucky to have a visit from UT Basketball player John Fulkerson! He did an excellent job motivating students and encouraging them to make good choices. His first piece of advice to our students for life success was to READ, READ, READ!

Book Character Day

All FES students participated in book character day on October 29. It was a fun and literacy focused activity to celebrate Halloween.



Fairview Basketball

Our basketball team is off to a great start. Way to go Panthers! We won our game against Claxton 27 to 9.

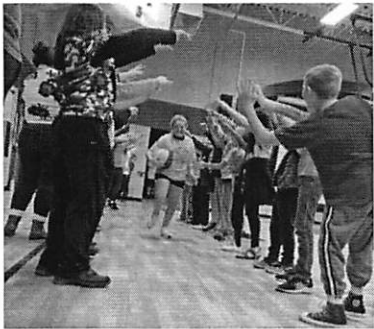


Grand Oaks

Grand Oaks Basketball

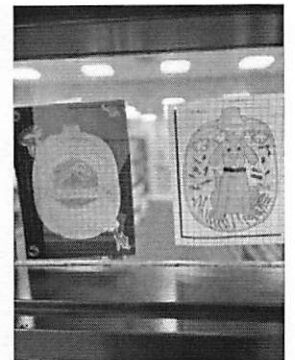
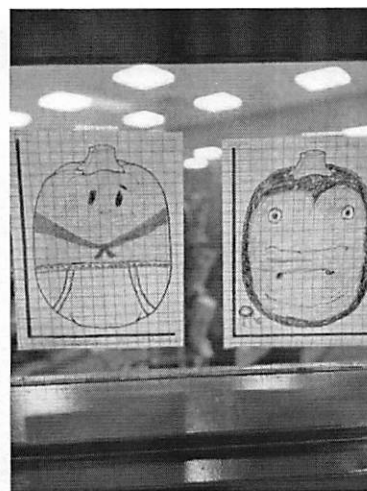
It's basketball time in Tennessee!

We held a super fun pep rally to pump up our Eagles' basketball team for their first game of the season. Our Grand Oaks Eagles brought home the win at Anderson County High School! Our cheering section was full of school spirit. We love our Eagles.



Pumpkin Coloring Contest

Students had the opportunity to enter a pumpkin coloring contest based on their favorite book character. Here are just a few of the entries in our pumpkin coloring contest. We have amazing, creative artists at Grand Oaks.



Second Grade Studies the Wild, Wild West

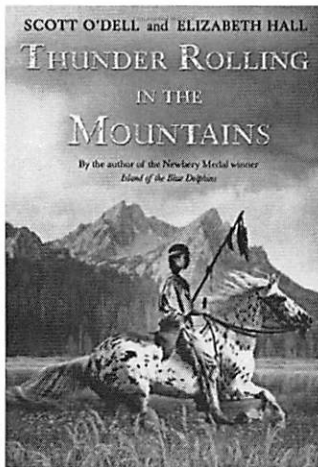


Second Grade just started Module 2 of Wit & Wisdom. Throughout this module they will be learning about westward expansion. This is from their book tasting of all of the module books. After they "tasted" each book they had an activity to help them learn more and become excited to read it.

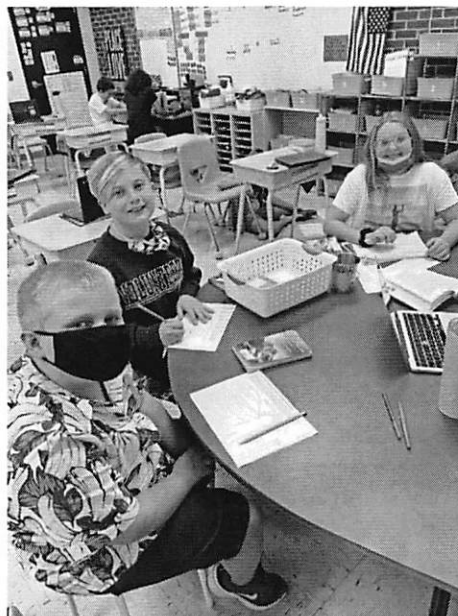


Fifth Grade Wraps Up Studies on Cultures in Conflict

In the first 9 weeks leading up to Fall Break, 5th grade was learning all about various Native American tribes. In both social studies and ELA we have studied their beliefs, values, and ways of life. We are



so proud of their hard work, learning achievements, and respect for other cultures. Way to go 5th graders!

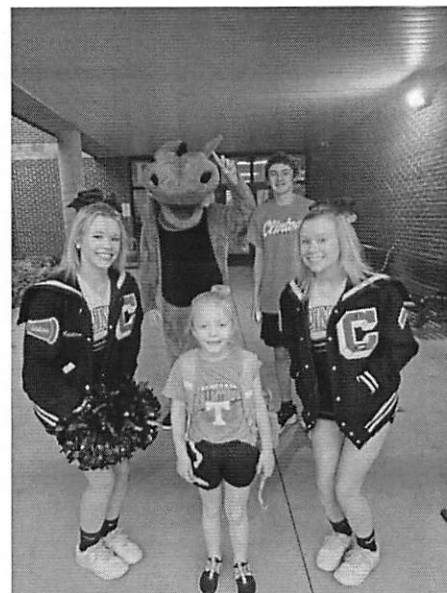
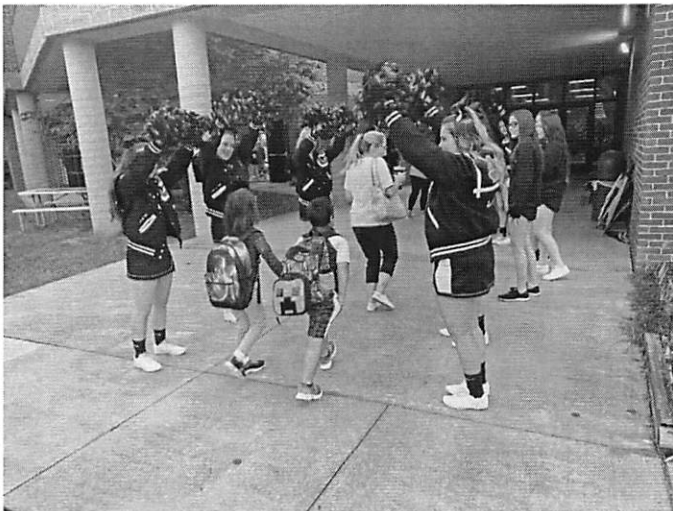


Runkles Named Athletic Director

We would also like to say a HUGE congratulations to Mrs. Runkles for being named the elementary athletic director for all elementary schools on our end of the district. She has big plans to help our students transition into middle school and even high school athletic programs. We are excited to see the ways her passions positively impact our kids!

CHS Student Athletes Greet GOES Students

Big thanks to Clinton High School for sending some of their athletes to help with morning arrival. Our students were all smiles when they got out of their cars and got to fist-bump and high-five members of the CHS baseball and softball teams, run through a tunnel of cheerleaders and dancers, and then give the dragon a hug! They also loved getting to pick a tattoo, bracelet, or hair ribbon to show their Dragon Pride. First graders were even treated to a basketball game from some of the athletes during their extra P.E.



Lake City

October Students of the Month

Lake City Elementary would like to congratulate our October Students of the Month. October's character trait was responsibility, and these students fully embraced that characteristic.



Basketball

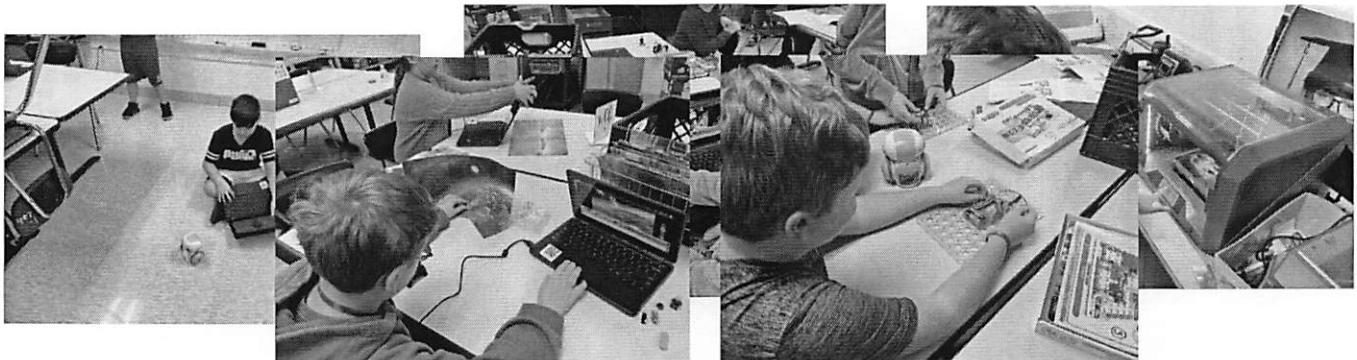
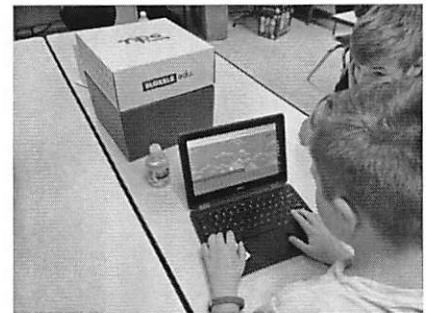
The LCES Basketball Team, coached by 5th grade teacher Ms. Toler, kicked off their season yesterday against Norris Elementary. We are so proud of them and their hard work and look forward to watching them the rest of the season! We also want to



congratulate Mrs. Bullock for being named the Elementary Athletic Director for this side of Anderson County. She is looking forward to continuing growing our new elementary athletics programs.

3D Printing

5th-3rd graders are learning some awesome hands-on skills in Mrs. Bozeman's new center based classroom. They are learning to 3D print, code and draw with robots, design video games, build electrical circuits, and create stop motion animation with logos. They are having so much fun while learning!



Student Council

Congratulations to the LCES Student Council 2021-2022.



Staff Celebrated with Lunch

LCES would like to thank ACS Central Office and



UTrust for providing lunch for our staff. We had full bellies and happy hearts. Cracker Barrel was so delicious, and it was a really nice treat before fall break!



Norris

Norris Elementary is a Level 5 and Reward School

The state of Tennessee Department of Education has recognized Norris Elementary as a *Reward School* and awarded the school with a Level 5, the highest level of achievement, to recognize the school's performance on the spring TCAP assessments. The school received these honors because of their top five percent in achievements and top five percent in academic growth.



Family Art Night 2021

On November 18 Art Teacher Alison Greenhouse will be hosting a virtual family art night for all Norris Elementary families. Families will order kits for \$10 to be sent home with their students. The kits include a snowman cutout, acrylic paint, paintbrush, water cup and paper plate to use as a paint pallet. Families will be able to follow along on either Facebook live or watch the demonstration on ACTV. If families are unable to watch live, they will be able to watch the replay on the schools Facebook page.



Norris Owls

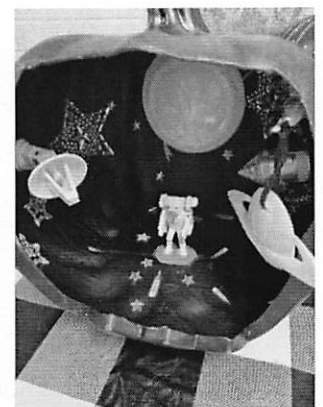
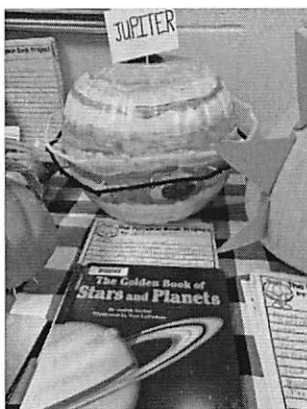
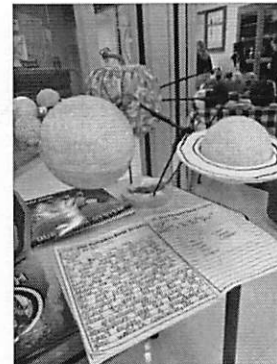
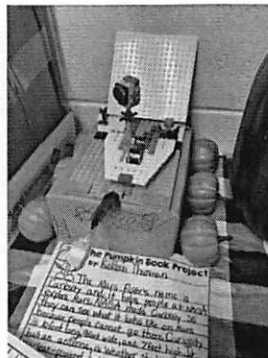
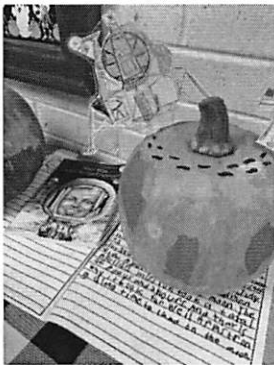
Basketball

Norris Elementary has a co-ed basketball team, the Norris Owls. So far the Owls are 2-0. The basketball team plays other elementary basketball teams from across the district. The Norris Owls are coached by Norris Elementary School parent Daniel Barton.



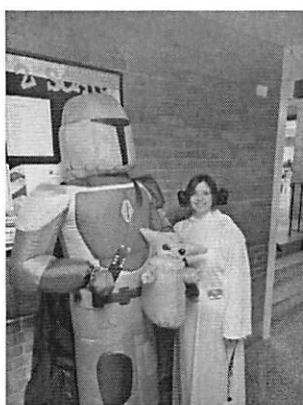
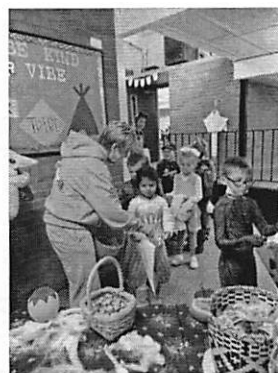
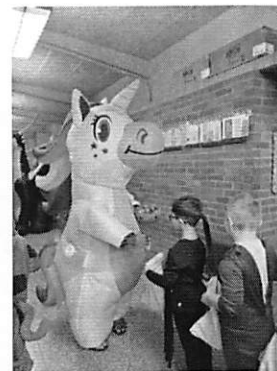
3rd Grade Solar System Projects

Third grade teacher Nikki Swisher combines the excitement of fall with current study of the solar system with a "Pumpkin Book Project." Students read a book on the solar system, write a summary and decorate a pumpkin to accompany their work.



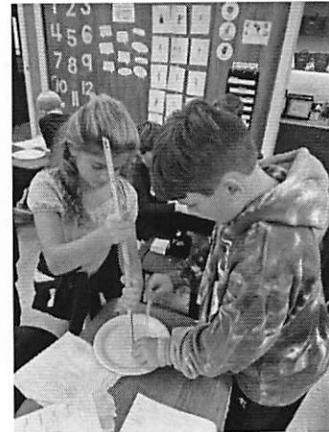
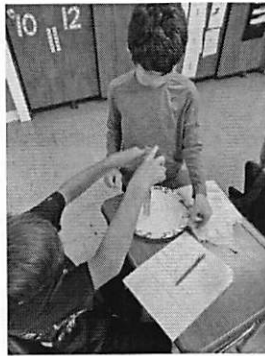
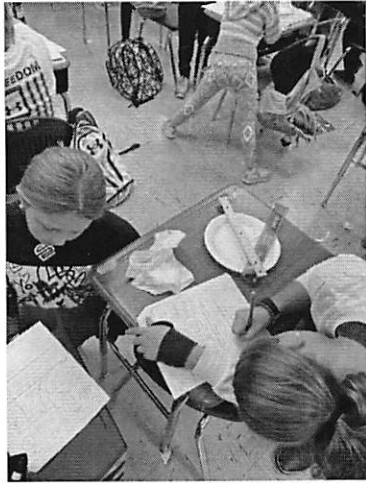
Boo at the School

Everyone was in the mood for treats or tricks at the school's annual Boo at the School. To create a safe environment for students, the event was held during regular school hours at the end of the day before dismissal. Students were excited to show friends and teachers what they had chosen to be for Halloween this year. The PTO decorated inside and out with inflatables and various creepy decorations and provided the classrooms with the candy to pass out. Staff were in the spirit as well!



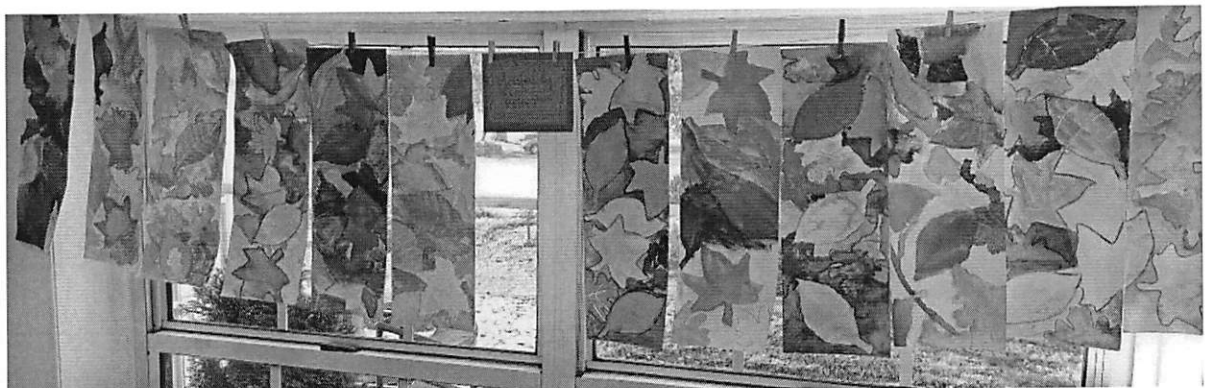
Fourth Grade Making Waves

Fourth Grade Science Teacher Kelsey Belew conducted a science experiment with students investigating wave components by making their own waves. As a part of the fourth grade science standards, fourth graders learn about waves and wave properties by designing and using models.



Norris Post Office/ Art Gallery Continues

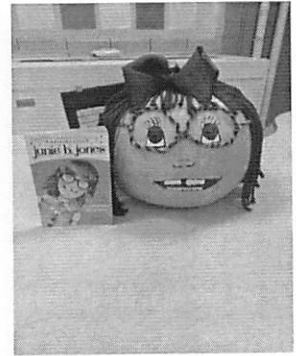
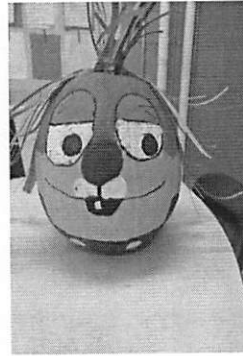
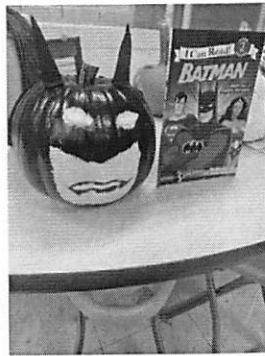
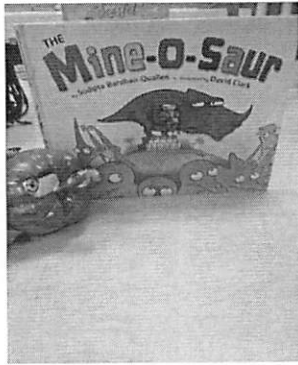
There's a saying in Norris that the best thinking about living in Norris is, well, living in Norris. One of the favorite traditions in the community is the elementary art gallery with art work always on display. Since Norristonians don't have mail delivery to their homes, all families have to come to the post office for their mail. The artwork always brightens this daily chore. During October, Ms. Haun's first graders made SPOOKTACULAR jack-o-lanterns. For November, fifth graders have painted beautiful fall leaves.



Norwood

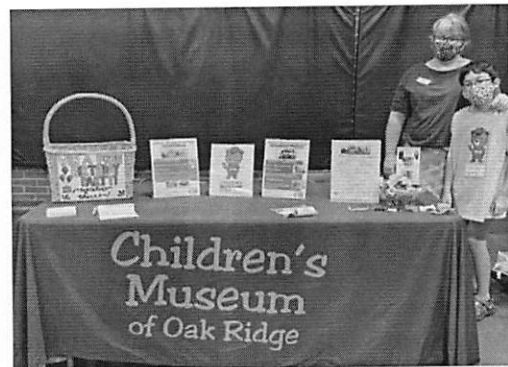
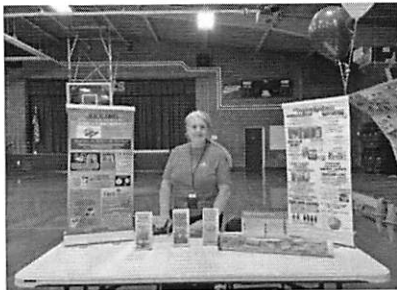
Pumpkin Book Reports

Second grade completed pumpkin book reports and did a wonderful job. Students were asked to choose their favorite book and decorate a pumpkin to match a character in the story. In addition to their pumpkin they each completed a two page book report. Each student presented their report to their classroom. Pumpkins are on display in their classrooms.



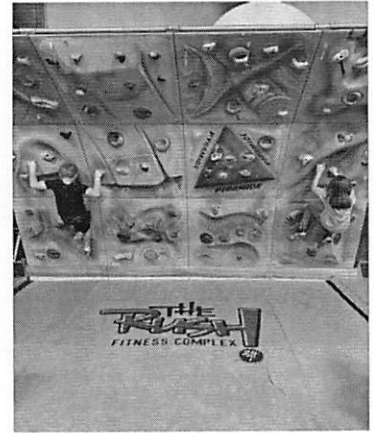
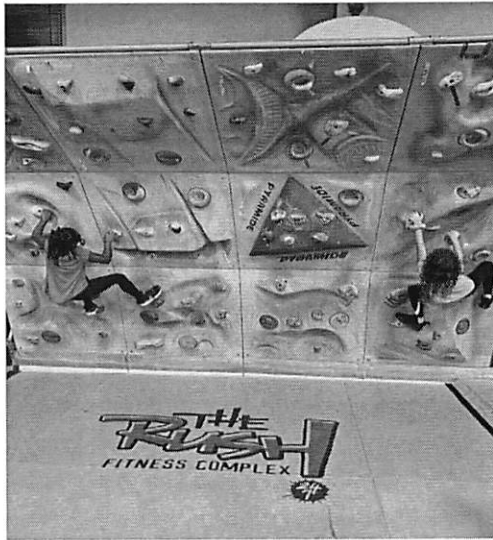
Parent's Night

Norwood hosted parent night on October 21 from 4:30 - 7:30. Parents were invited to tour the school and meet with their child's teacher. Many community partners set up tables with information for parents. Partners included: Anderson County Preschool, Oliver Springs Police Department, Ridgeview Hospital, Oak Ridge Children's Museum, Anderson County Schools Coordinated Health and mental health services. We were pleased with a huge turnout of families!



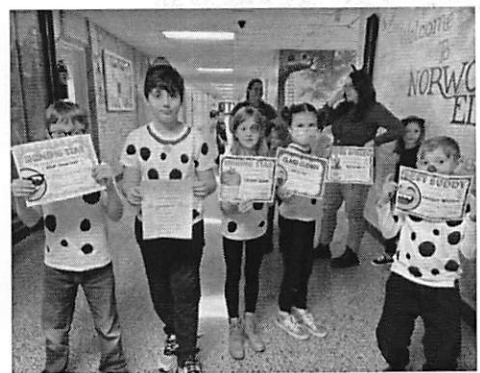
Climbing Wall Donated to School

Norris Middle school donated a climbing wall for our students at Norwood Elementary. Stacie Madison, Jason Thompson, and Hannah Braden all helped take the wall apart and move it to Norwood. Mr. Johnny and Coach Elias helped our PE teacher Coach Braden put it together. Our students are SO excited for this new addition!



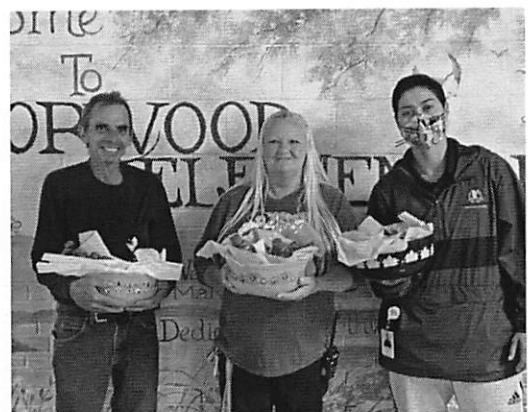
Norwood Family Picnic

Norwood hosted a family picnic day on October 29, 2021. Parents were encouraged to join their students for lunch and get a treat from the Kona Ice Truck.



Custodians Honored

Norwood celebrated custodian appreciation day by thanking their wonderful custodians Johnny Hall, Wilma Hall and Dee Elias. They work so hard to keep the school clean and safe. We appreciate them so much!

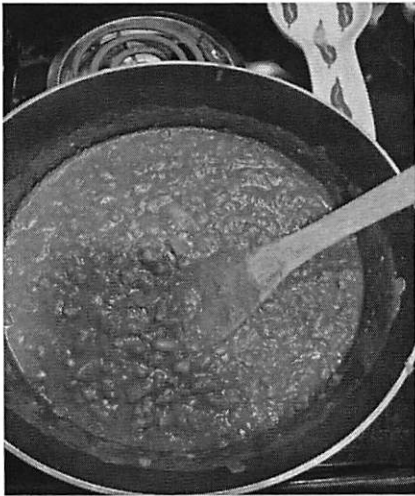


PRESCHOOL/ HEADSTART

Preschool

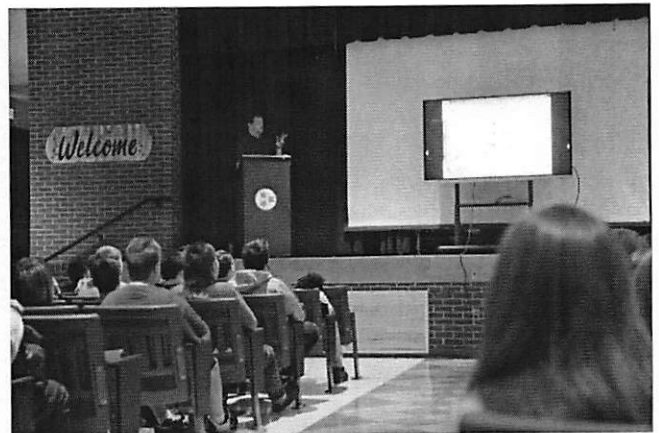
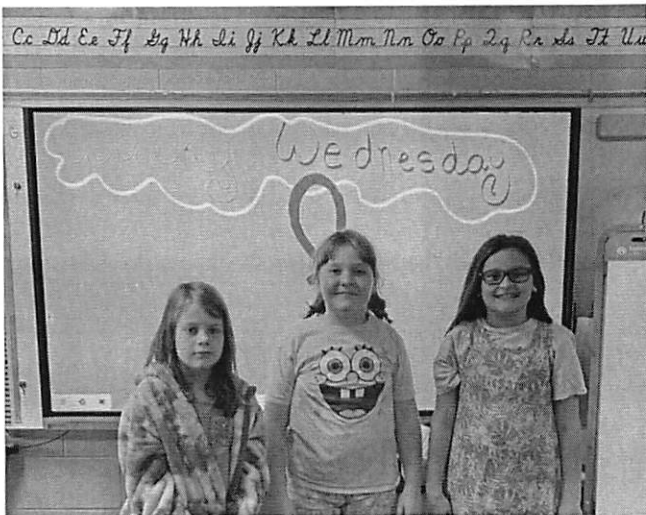
"Good nutrition is an important part of a healthy lifestyle. Eating healthy foods helps pregnant women and children get the nutrients their bodies need to stay healthy, active, and strong" (<https://eclkc.ohs.acf.hhs.gov/nutrition>).

Children and families participated in a virtual cooking class led by the preschool's contracted dietician and nutritionist Kaitlyn Tucker, MS, RDN,LDN. Participants were provided with a basket filled with the needed ingredients to become culinary masterminds as they learned to make pumpkin chili and grilled cheese sandwiches.



TECHNOLOGY

The Office of Technology is installing 40 additional Boxlights for the CTE and SPED teachers from the ESSER funds.



A new CHS phone and intercom system will be finished by end of November. MS Office 365 was installed on over 500 teacher laptops system-wide.

SCHOOL NUTRITION

Our program is able to provide free meals to all students again this year. We have seasoned staff who have done a great job for us, but we continue to struggle with staffing levels at some schools.

We cannot say enough about how well our staff has adjusted to the supply chain shortages that we have experienced this school year. Many restaurants are still providing mostly takeout meals, so our supply of condiments, forks and spoons, and serving products continues to be scarce because we are competing with them for these supplies. The USDA funds our program. Reimbursement rates for meals this year have increased to compensate for the higher labor, food, and paper costs.

We receive approximately \$260,000 in commodity food each year from the USDA. These foods include chicken, beef, turkey, pork, cheese, and canned vegetables. We use about \$110K of the \$260K to buy fresh produce such as broccoli, apples, oranges, strawberries, watermelon, tomatoes, blueberries, and carrots.



ANDERSON COUNTY GOVERNMENT

TERRY FRANK
COUNTY MAYOR

November 10, 2021

Commissioner Josh Anderson
Chairman, Anderson County Board of Commissioners

RE: Agenda

Dear Chairman Anderson and Honorable Members of Commission,

I wish to request the following items be added to the agenda:

1. Requesting motion to approve Railroad Agreement where TDOT plans to undertake Project Pin No. 130386.00 described as "Resurface & Safety from Industrial Park Road to near Longmire Road." I request language of motion reflect approval contingent upon Law Director and Road Superintendent review. (Agreement attached: (Proposed resurfacing of three roads adjacent to existing NS XAGs and one OHB)
2. Requesting confirmation of appointment of Mr. Ernie Gonzales to the Anderson County Regional Planning Commission to fill a vacancy. Term ending 1/2022.

Sincerely,

A handwritten signature in black ink, appearing to read "Terry Frank", with a stylized, flowing script.

Terry Frank

Agreement No: 1249

State Proj : 01002-8246-14

Federal Proj : STP/HSIP-9(114)



RAILROAD AGREEMENT

THIS AGREEMENT is made and entered into by, and between the State of Tennessee acting through its Department of Transportation (hereinafter referred to as "TDOT"), the Norfolk Southern Railway Company (hereinafter referred to as the "Railroad"), and Anderson County, Tennessee (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, TDOT plans to undertake Project Pin Number: 130386.00 described as Resurface & Safety from Industrial Park Road to near Longmire Road at Mile Post 27.88 C (DOT#: 730870R) and Mile Post 28.85 C (DOT#: 730874T) near Clinton in Anderson County, Tennessee (hereinafter referred to as the "Highway Project"); and

WHEREAS, TDOT agrees to cooperate with the Railroad and the County in constructing the Highway Project; and,

WHEREAS, the County agrees to cooperate with the Railroad and TDOT in constructing the Highway Project, and to assume ownership and the responsibility to maintain the Highway Project; and

WHEREAS, the Railroad agrees to cooperate with TDOT and the County in the construction and maintenance of the Highway Project; and

WHEREAS, the Railroad is eligible for reimbursement for accommodating the Highway Project under 23 CFR, Subparts 140I and 646B, which are incorporated herein by reference; and

WHEREAS, for the Highway Project, in accordance with the preliminary engineering authorization fully executed by the parties on August 14, 2020, the Railroad has reviewed TDOT's Highway Project plans and prepared Railroad plans, specifications, and estimate of costs of equipment, material, and labor as required for the Railroad to accommodate construction of the Highway Project (hereinafter referred to as the "Railroad Engineering Services"); and

WHEREAS, the Railroad will be required to perform flagging and inspection services and other work to accommodate construction of the Highway Project in accordance with the Railroad's plans, specifications, and estimate of costs of equipment, material, and labor as approved by TDOT (hereinafter referred to as "Railroad Construction Phase Services"); and

WHEREAS, the Railroad Engineering Services and the Railroad Construction Phase Services shall hereinafter collectively be referred to as the "Railroad Services"; and

WHEREAS, for the Railroad Services, the Railroad has provided its estimate of costs, hereinafter referred to as the Force Account Estimate ("FAE"), dated October 5, 2021 , which estimate is in the amount of \$25,000.00;

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree to provide for the services necessary for the construction and maintenance of the Highway Project under the following terms and conditions:

1. The Railroad shall perform the Railroad Services provided for in this Agreement as provided in 23 CFR, Subpart 646B.
2. TDOT has approved the FAE dated October 5, 2021, which is attached hereto as Exhibit A and incorporated herein by reference and which separately lists the Railroad's estimated costs for Railroad Engineering Services and for Railroad Construction Phase Services. The Railroad's estimated costs for Railroad Engineering Services shown in the FAE include those costs incurred from and after the preliminary engineering authorization fully executed by the parties on August 14, 2020 .
3. TDOT agrees to undertake the Highway Project in accordance with:
 - (a) Any required Special Provisions for Protection of Railway Interest (hereinafter referred to as the "Special Provisions") approved by the parties, which shall be attached hereto and incorporated herein as the next numbered Exhibit if applicable; and
 - (b) TDOT's plans for the above-referenced Highway Project (hereinafter referred to as the "Highway Plans") have been approved by the Railroad dated October 18, 2021. The approved Highway Plans may be subsequently supplemented or modified by TDOT, in which event they will be reviewed and approved by Railroad under the process described in subsection 3(c) or subsection 3(d).
 - (c) Should TDOT revise the approved Highway Plans in the ordinary course of business after the approval date indicated in subsection 3(b), TDOT agrees to forward such revised Highway Plans to the appropriate engineering officer of Railroad by email, by mail, or by reputable overnight courier service. Railroad agrees to notify TDOT by email, by mail, or by reputable overnight courier service within sixty (60) days after Railroad's receipt of the revised Highway Plans if Railroad has any objections to these plans or if Railroad approves the revised Highway Plans. In order to prevent delay of the Highway Project, the Railroad agrees to use its reasonable best efforts to review and approve any revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of any revised Highway Plans.

- (d) If unforeseen events or unexpected conditions indicate an emergency need to revise the Highway Plans, TDOT agrees to forward such revised Highway Plans to the appropriate engineering office of Railroad by email, by mail, or by reputable overnight courier service. The Railroad agrees to use its reasonable best efforts to review and approve, or identify its objections to such revised Highway Plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such revised Highway Plans.
- (e) Railroad agrees that construction of the Highway Project in accordance with Highway Plans approved by the Railroad, including any approved revisions, shall not be construed as creating any conflict with or causing any damage to the Railroad's facilities or operations.
4. (a) The Railroad agrees to perform the Railroad Services in accordance with its estimate of cost, plans and specifications, as approved by TDOT, which shall be incorporated into this Agreement as described herein, and as otherwise contemplated by this Agreement.
- (b) Any change in the Railroad's approved estimate of cost, plans or specifications shall require the prior written approval of TDOT. TDOT agrees to review and, if acceptable, approve such requests for change in a timely manner, and TDOT agrees to cooperate with the Railroad to resolve, if possible, any objections TDOT may have to such requested changes in the Agreement.
5. The Railroad shall be reimbursed for its actual eligible costs up to the amounts listed in the FAE for Railroad Engineering Services and for Railroad Construction Phase Services. In the event that the parties agree that proposed Railroad costs above the amount(s) shown in the approved FAE are justified, the parties shall execute a supplement to this Agreement to incorporate a revised FAE. Upon full execution of such supplement, the Railroad then may incur additional costs in accordance with the FAE. In no event shall Railroad be eligible for reimbursement of ineligible costs or of costs not actually incurred.
6. (a) The Railroad agrees that it will perform the Railroad Construction Phase Services by one of the following methods (mark the appropriate space and describe as required):
- ☐ By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
 - ☐ By contract awarded to the lowest qualified bidder based on appropriate solicitation
 - ☐ By use of an existing continuing contract (provided that the costs are reasonable)
 - ☒ By combination of the above, or otherwise as authorized in 23 CFR, Subpart 646B as described below:
 - By force account (provided that the Railroad is qualified to perform the work with its own forces and equipment in a satisfactory and timely manner)
 - By use of an existing continuing contract (provided that the costs are reasonable)

- (b) Whenever the Railroad elects to perform the Railroad Construction Phase Services by award of a contract, it shall submit the same to TDOT for prior approval, which approval shall not be unreasonably withheld. TDOT may not be required to reimburse the Railroad for its obligation under any contract that has not received the advance written approval of TDOT.
- (c) The Railroad shall not release or make available any memoranda or other information concerning the estimated cost of the Railroad Construction Phase Services to anyone other than TDOT. The Railroad hereby agrees, warrants and assures that the estimated cost information is confidential, and that it will not directly or indirectly disclose said estimated cost information to potential bidders.
- (d) Neither the Railroad nor any affiliate or subsidiary thereof shall participate directly or indirectly as a bidder for any part of the Railroad Construction Phase Services to be performed under a contract to be awarded by the Railroad. The Railroad further agrees that no employee, officer, or agent of the Railroad shall participate in the selection, or in the award or administration of a contract for the performance of any part of the Railroad Construction Phase Services if a real or apparent conflict of interest would be involved. Such a conflict of interest would arise when the employee, officer, or agent, or any member of his or her immediate family, or his or her partner, or an organization which employs or is about to employ any of the above, has a substantial financial interest, such as five-percent (5%) or greater ownership interest, or other interest in the firm selected for award of a contract to perform the Railroad Construction Phase Services for this Highway Project. Neither the Railroad nor any affiliate, subsidiary, employee, officer, or agent of the Railroad shall solicit or accept gratuities, favors, or anything of monetary value, except an unsolicited gift having nominal monetary value, from contractors or bidders.
- (e) The Railroad must request in writing and receive TDOT's written approval prior to any revision in the method of performing the Railroad Construction Phase Services, which approval shall not be unreasonably withheld. Failure to do so may result in the loss of TDOT participation in payment for the cost of the Railroad Construction Phase Services.
- (f) The Railroad agrees to comply with all current, applicable provisions of the Buy America requirements established under 23 USC § 313 and 23 CFR § 635.410. In accordance with guidance provided by the Federal Highway Administration, the Railroad agrees that all products used in the Railroad's adjustment work that are manufactured of steel or iron –shall be manufactured in the United States, or shall comply with an exception allowable under 23 USC § 313 and 23 CFR § 635.410. For the purposes of applying this Buy America requirement and determining whether a product is a steel or iron manufactured product, the job site includes any sites where precast concrete products that are incorporated into the Railroad's adjustment work are manufactured. TDOT agrees that Railroad may rely on certifications provided by suppliers in connection with compliance with this paragraph.

7. TDOT or its contractor shall notify the Railroad in writing at least ten (10) days in advance of beginning construction of the Highway Project on any part of the Railroad's rights-of-way, as provided in the Special Provisions.
8. TDOT shall require its contractor to carry a performance bond in the full amount of the contract price, guaranteeing the satisfactory completion of the Highway Project covered by the Agreement. In addition, TDOT shall require the contractor to carry each of the following types of insurance, as provided in 23 CFR, Subpart 646A, and as may be further specified in the Special Provisions:
 - (a) Contractor's public liability and property damage insurance, and
 - (b) Railroad's protective public liability and property damage liability insurance, and
 - (c) Workmen's compensation and employer's liability insurance.
9. The Railroad shall have the right during construction to inspect the Highway Project for inconsistencies with the Highway Plans, as revised if applicable, and such further rights to inspect as may be specified in the Special Provisions. The Railroad shall immediately notify TDOT of any such inconsistencies.
10. The Railroad, to the extent that its present rights, titles, and interest permit or enable it to do so and without warranty, hereby acknowledges and agrees that TDOT shall be allowed to construct the Highway Project in accordance with the Highway Plans approved by Railroad in the manner outlined in Section 3 and the said Special Provisions described in Section 3(a) of this Agreement, and that the County shall be allowed to maintain the completed Highway Project, subject to the following conditions:
 - i. As shown on the Highway Plans, access to the crossing area is agreed to for the purpose of demolition and construction and shall terminate upon completion of the Highway Project construction. As shown on the Highway Plans, the crossing area is needed to accommodate the operation, inspection, and maintenance of the highway, including a maintenance area fifteen feet (15') outside the edge of pavement, subject to such requirements to protect the Railroad's rail operations and maintenance as the Railroad and the County shall reasonably agree.
 - ii. The Railroad shall continue to own all right, title and interest in its rail operation facilities. Railroad shall also reserve all rights in the facilities or properties that Railroad owns or possesses at any time prior the commencement of the Highway Project including without limitation advertising signboards and communication facilities.
 - iii. The Railroad agrees to notify the County before undertaking any maintenance work within the crossing area where such maintenance work interferes with or creates a hazard or potential hazard to the use or maintenance of the highway for transportation purposes. Furthermore, the Railroad agrees to submit plans to the County for its review and approval before constructing any fixed installation over the highway, and before constructing any fixed installation within fifteen feet (15') of the edge of pavement.

The Railroad further agrees that it shall coordinate any such maintenance work or construction activity with the County.

- iv. The County agrees to notify the Railroad before undertaking any inspection or maintenance work within the crossing area, including any activities within twenty-five feet (25') on either side of the centerline of the tracks or activities which may create a hazard, cause debris, or impede railroad operations, maintenance or safety. The County shall not commence such work until Railroad has approved the plans, and the Railroad agrees to use its reasonable best efforts to review and approve such plans as quickly as possible and shall not unreasonably withhold or delay its review and approval of such plans. The County shall be responsible for reasonable costs, including but not limited to, engineering review, Railroad flagging and specified safety requirements, incurred by the Railroad as a result of the County's work.
- v. Should the entity besides Railroad become the operator over the subject crossing(s), Property Owner agrees that these same maintenance provisions shall continue to apply.

11. This Agreement is a covered transaction for the purposes of 2 CFR Part 1200.220 and 2 CFR Part 180.200. As such Railroad is required to verify that for anything done under this Agreement that neither it, nor its principals (as defined at 2 CFR 180.995) or affiliates (as defined at 2 CFR 180.905) is excluded (as defined at 2 CFR 180.940) or disqualified (as defined at 2 CFR 180.935). Railroad, pursuant to 2 CFR 180.330(a)-(b), must also include a term or condition in lower-tier transactions related to this Agreement requiring lower-tier participants to comply with requirements in subpart 2 CFR subpart C to each person with whom the lower-tier participant enters into a covered transaction at the next lowest tier. Subpart C of 2 CFR 180 requirements are (Railroad and lower-tier participants must comply):

- (a) Verification. Railroad and all lower-tier participants must verify that the person with whom the Railroad or the lower-tier participant intends to do business with is not excluded, pursuant to the definition set forth in 2 CFR 180.940, or disqualified, pursuant to the definition set forth in 2 CFR 180.935. Railroad and all lower-tier participants may do this by either (i) checking out the Excluded Parties List System (EPLS), found at <http://epls.aret.gov> or <http://www.epls.gov>, or (ii) collecting the certification form from the lower-tier participant, or (iii) adding a clause or condition to the covered transaction with that lower-tier participant. The Railroad certification form and lower-tier participant certification form referred to herein is attached hereto as Exhibit C.
- (b) Disclosing Information. Railroad and all lower-tier participants, before or after entering into a covered transaction, must notify the higher-tiered participant if they are presently excluded or disqualified, or any of their principals are excluded or disqualified, pursuant to 2 CFR 180.355 and 2 CFR 180.365.

12. Subject to the provisions of this paragraph and as otherwise provided in this Agreement, TDOT agrees to reimburse the Railroad for the cost of the Railroad Services as follows:

- (a) TDOT shall reimburse the Railroad for such direct and indirect costs as are allowable under the current provisions of 23 CFR, Subparts 140I and 646B. Any claim for costs that would be ineligible for Federal reimbursement under 23 CFR 646B on a federal-aid project shall be ineligible for reimbursement by TDOT on this Highway Project whether it is or is not a federal aid-project.
- (b) The Railroad shall develop and record Railroad Services costs in a manner consistent with the current provisions of 23 CFR, Subparts 140I and 646B as of the effective date of this Agreement, and as approved by TDOT.
- (c) The Railroad shall submit all requests for payment by invoice, in form and substance acceptable to TDOT and with all necessary supporting documentation, prior to any reimbursement of allowable costs. Such invoices shall indicate, at a minimum, the amount charged by allowable cost line-item for the period invoiced, the amount charged line-item to date, the total amount charged for the period invoiced, and the total amount charged under the Agreement to date.
- (d) The Railroad may submit invoices for interim payments during the progress of the Railroad Services; provided, however, that such interim payments for Railroad Construction Phase Services may be approved only up to a maximum of eighty percent (80%) of the approved estimate of reimbursable costs for the Railroad Construction Phase Services, and any remaining reimbursable Railroad Construction Phase Services costs must be submitted on the final bill. Such invoices for interim payments shall be submitted no more often than monthly.
- (e) TDOT shall, unless it has good faith and reasonable objections to the Railroad's invoice for interim payment, use its best efforts to issue payment based on the Railroad's invoice within forty-five (45) days after receipt. If, however, TDOT has good faith and reasonable objections to the Railroad's invoice(s) or any part thereof, TDOT shall specifically identify those objections in writing to the Railroad so as to allow the parties to address them in a prompt manner. If the invoice is otherwise acceptable, TDOT shall only withhold payment(s) as to those cost items it has specified in its written notice of objections to the Railroad. All other reimbursable cost items set out in the Railroad's invoice shall be paid by TDOT.
- (f) Subject to the Railroad's right to bill on an interim basis as described above, the Railroad shall by invoice provide one final and complete billing of all costs incurred, or of the agreed-to lump sum, within one (1) year following the completion of the Railroad Services in their entirety. Otherwise, any previous payments to the Railroad may be considered final, and the Railroad may be deemed to have waived any claim for additional payments, except as TDOT and the Railroad may have agreed otherwise in writing before the end of that year.
- (g) The Railroad's invoice(s) shall be subject to reduction for amounts in any invoice or payment theretofore made which are determined by TDOT, on the basis of audits or monitoring conducted in accordance with the terms of this Agreement, not to constitute allowable costs. The payment of an invoice shall not prejudice

TDOT's right to object to or question any invoice or matter in relation thereto. Such payment by TDOT shall neither be construed as acceptance of the work nor as final approval of any of the costs invoiced therein.

13. TDOT shall have the right to inspect the Railroad Construction Phase Services and to confirm the financial information made available by the Railroad to TDOT in support of the Railroad's invoiced amounts. Any costs billed by the Railroad that cannot be verified by the TDOT Project Supervisor's records will not be reimbursed.
14. The Railroad agrees that its cost records will be subject to inspection at any reasonable time by representatives of TDOT before or after final payment for reimbursable work. In event any costs are determined not to be allowable under provisions of this Agreement, the Railroad agrees to repay TDOT such amount of ineligible costs included within payments made by TDOT.
15. The Railroad shall keep and maintain accurate records by which all invoices can be verified. The books, records, and documents of the Railroad, insofar as they relate to work performed or money received under this Agreement, shall be maintained for a period of three (3) full years after final payment has been received by the Railroad and shall be subject to audit at any reasonable time and upon reasonable notice by TDOT, the State Comptroller of the Treasury, or the Federal Highway Administration, or their duly appointed representatives, during this three year period. The financial statements shall be prepared in accordance with generally accepted accounting principles.
16. This Agreement is subject to the appropriation and availability of TDOT funds. In the event that the funds are not appropriated or are otherwise unavailable, TDOT reserves the right to terminate this Agreement upon written notice to the Railroad. Said termination shall not be deemed a breach of this Agreement by TDOT. Upon receipt of the written notice, the Railroad shall cease all work associated with the Agreement, except as may be reasonably necessary to return the Railroad's facilities to safe operation. Should such an event occur, the Railroad shall be entitled to compensation for all costs reimbursable under 23 CFR, Subpart 646B (in accordance with paragraph 12 of this Agreement) for work completed as of the termination date or in accordance with this provision. Upon termination, the Railroad shall have no right to recover from TDOT any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
17. TDOT shall have no liability except as specifically provided in this Agreement.
18. This Agreement may be modified only by a written amendment executed by the parties hereto.
19. Failure by any party to this Agreement to insist in any one or more cases upon strict performance of any of the terms, covenants, conditions, or provisions of this Agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition or provision. No term, covenant, condition or provision of this Agreement shall be held to be waived, modified, or deleted except by written amendment signed by the parties hereto.
20. The Railroad hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Railroad on the grounds of disability, age, race, color, religion, sex, national origin, or any classification

protected by the Constitution or statutes of the United States or the State of Tennessee. The Railroad shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

21. The Railroad agrees to comply with all applicable federal and state laws and regulations in performing any of its obligations under this Agreement. The parties agree that failure of the Railroad to comply with this provision shall constitute a material breach of this Agreement, and subject the Railroad to the repayment of all State funds expended, or expenses incurred, under this Agreement.
22. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective heirs, legal representatives, successors, and assigns. Time is of the essence of this Agreement.
23. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee. The Railroad acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under Tennessee Code Annotated, Sections 9-8-101 through 9-8-407.
24. If any terms, covenants, conditions or provisions of this Agreement are held to be invalid or unenforceable as a matter of law, the other terms, covenants, conditions, and provisions hereof shall not be affected thereby, and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.
25. Subject to the provisions and limitations of Tennessee Code Annotated in Title 9, Chapter 8, Parts 3 and 4, TDOT shall defend and, if found liable, be responsible for paying damages arising from all claims, suits, liabilities and judgments for personal injuries or damage to property, caused by any activities conducted by TDOT in connection with the Highway Project, excepting any such injury, damage or loss caused by the Railroad's negligence or intentional wrongful misconduct in the performance of the Railroad services or otherwise.
26. TDOT and the Railroad each acknowledges that the terms, covenants, conditions and provisions of this Agreement have been negotiated between and jointly authored by the parties hereto, and in consequence of this joint authorship, the parties agree that no term, covenant, condition or provision hereunder shall be construed more strictly against one party or the other hereto.
27. TDOT and the Railroad agree that any notice provided for in this Agreement or concerning this Agreement shall be in writing, and shall be made by personal delivery, by certified mail (return receipt requested), by nationally recognized overnight delivery service (such as FedEx or UPS), or by facsimile transmission (provided that notice shall also be given in one of the other methods prescribed herein) addressed to the respective party at the appropriate facsimile number or address as set forth below or to such other party, facsimile number, or address as may be hereafter specified by written notice.

To TDOT:

Tennessee Department of Transportation
Attention: Jay Lanius, State Railroad Coordinator
Suite 600, James K. Polk Building

505 Deaderick Street
Nashville, Tennessee 37243-0329
Facsimile Number: (615) 253-1106

With a copy if requested by TDOT to:

Mr. John H. Reinbold, Office of General Counsel
Suite 300, James K. Polk Building
505 Deaderick Street
Nashville, Tennessee 37243-0326
Facsimile Number: (615) 532-5988

To the Railroad:

Shawn Starling, Public Projects Manager
Norfolk Southern Railway Company
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

With a copy if requested by Railroad to:

Clay Whittingam, P.E.
AECOM
1360 Peachtree Street, N.E., Suite 500
Atlanta, Georgia 30309

To the County:

Terry Frank, Mayor
Anderson County
100 N. Main Street, Room 208
Clinton, Tennessee 37716

IN WITNESS WHEREOF, the parties have executed this Agreement.

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION:

BY: _____
Joseph Galbato, III, Interim Commissioner

Date: _____

APPROVED AS TO FORM:

BY: _____
John H. Reinbold, General Counsel

NORFOLK SOUTHERN RAILWAY COMPANY:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

TITLE: _____

ANDERSON COUNTY:

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM:

BY: _____

TITLE: _____

EXHIBIT A

FORCE ACCOUNT ESTIMATE

Work to be Performed By:	Norfolk Southern Railway Company
For the Account of:	Tennessee Department of Transportation
Project Description:	Proposed resurfacing of three roads adjacent to existing NS XAGs and one OHB.
Location:	Lake City, Anderson County, TN
Project No.:	PIN 130386.00
Milepost:	27.88-C, 28.85-C, 29.25-C & 30.14-C
File:	BR0011306, CX1114033, CX1114034 & CX1114035
Date:	July 14, 2021

ITEM A - Preliminary Engineering	5,566
ITEM B - Construction Engineering	13,393
ITEM C - Accounting	274
ITEM D - Railroad Protective Services	5,766
ITEM E - Communications Changes	0
ITEM F - Signal & Electrical Changes	0
ITEM G - Track Work	0
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 25,000

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

Labor:	22 Hours @ \$60 / hour=	1,320
Labor Additives:		1,037
Travel Expenses:		209
Services by Contract Engineer:		3,000

NET TOTAL - ITEM A	\$ 5,566
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APPROVED

By Ethan Messimore, P.E. at 6:41 am, Oct 05, 2021

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	27 Hours @ \$60 / hour=	1,620
Labor Additives:		1,273
Travel Expenses:		1,000
Services by Contract Engineer:		9,500
NET TOTAL - ITEM B		<hr/> \$ 13,393

ITEM C - Administration

Agreement Construction, Review and/or Handling:		0
Accounting Hours (Labor):	5 Hours @ \$30 / hour=	150
Accounting Additives:		124
NET TOTAL - ITEM C		<hr/> \$ 274

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	5 days @ 330.00 per day=	1,650
	(based on working 12 hours/day)	
Labor Additive:		3,066
Travel Expenses, Meals & Lodging:		
	1 days @ \$100/day=	100
Rental Vehicle	1 months @ \$950/month=	950
NET TOTAL - ITEM D		<hr/> \$ 5,766

ITEM E - Communications Changes

Material:		0
Labor:		0
Purchase Services:		0
Subsistence:		0
Additive:		0
NET TOTAL - ITEM E		<hr/> \$ -

ITEM F - Signal & Electrical Changes

Material:	0
Labor:	0
Purchase Services:	0
Other:	0
	<hr/>
NET TOTAL - ITEM F	\$ -

ITEM G - Track Work

Material:	0
Labor:	0
Additive:	0
Purchase Services:	0
	<hr/>
NET TOTAL - ITEM G	\$ -

ITEM H - T-CUBED

Lump Sum	\$ -
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NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 185.81%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 78.59%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.
3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.
4. The Force Account Estimate is valid for one (1) year after the date of the estimate (07/14/2021). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

EXHIBIT B

STATE

OF

TENNESSEE

SPECIAL PROVISIONS FOR PROTECTION OF RAILWAY INTEREST

Project Information: PIN: 130386.00; Resurfacing - Resurface & Safety; From Industrial Park Road to near Longmire Road; At-Grade & Underpass; Norfolk Southern Railway Company; DOT #s: 730870R, & 730874T; Fed Project Number: STP/HSIP-9(114); RR Proj. #: BR0011306, CX1114033

Tennessee Project Number(s):	Prelim. Eng. Design	98023-4217-04
	Construction	01002-3246-94
	Resurfacing	01002-8246-14

County: Anderson

1. FLAGGING SERVICES

The Department will reimburse the Railroad directly for all costs incurred for flagging services by railroad personnel. The Railroad has allotted 5 flagging Days. In the event that flagging services are required in excess of the officially allotted days, the Department will reimburse the Railroad for the additional cost of flagging services and such costs deducted from monies due the Contractor. No adjustments will be made to costs of flagging services that are required in excess of the allotted days.

To initialize flagging process contact:

Douglas (Shawn) Starling, PE - Norfolk Southern - Senior Engineer Public Improvements -
douglas.starling@nscorp.com - (470) 463-6721

and/or

Christopher Rapone, PE - AECOM - christopher.rapone@aecom.com - 215-399-4338

2. PROJECT INFORMATION

- a. Date: 10/20/21
- b. NS File No.: BR0011306, CX1114033
- c. NS Mileposts: Please see table below
- d. Sponsor's Project No.: PIN: 130386.00
- e. Trains/Day: Please see table below
- f. Maximum Train Speed: Please see table below
- g. Email Subject Line: "Subject of Transmittal" - PIN 130386.00 - BR0011306, CX1114033 Lake City TN US-25, Leinart Ln MP 27.88-C to 28.85-C - DOT 730870R, 730874T - Task 856

CROSSING INFORMATION:

DOT#	Crossing Type	Milepost	Trains/Day	Max MPH
730870R	RR Under	27.88-C	7	25
730874T	At-Grade	28.85-C	7	25



E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as “Railroad”, and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad’s Public Projects Engineer, hereinafter referred to as “Railroad Engineer”, will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor (“Sponsor”), hereinafter referred to as the “Sponsor’s Engineer”, shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor’s Prime Contractor, hereinafter referred to as “Contractor” shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor’s Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.
4. Obtained Railroad’s Flagging Services as required by paragraph 7 herein.
5. Obtained written authorization from the Railroad to begin work on Railroad’s rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
6. Furnished a schedule for all work within the Railroad’s rights-of-way as required by paragraph 7.B.1.

- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal

clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
1. Notify the Railroad's representative at least 72 hours in advance of the work.
 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 3. Receive permission from the Railroad's representative to proceed with the work.
 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.

- d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.
 - e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
 - f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
 - g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports
- Fabrication may not begin until the Railroad has approved the required shop drawings.
- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.

B. Ballast Protection

- 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed 1/2".
6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 – Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8

F. Demolition Procedures

1. General

- a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
- c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
- e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

- a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

- a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
- b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
- c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
- d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

- a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

- a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
- b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
- c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
- d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
- e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

- a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
- (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of two inches per second. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
 - j. Approximate dates and time of day when the explosives are to be detonated.
 - k. Type of flyrock protection.
 - l. Type and patterns of audible warning and all clear signals to be used before and after each blast.
 - m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
 - n. A copy of the Authority's permit granting permission to blast on the site.
 - o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
 - q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring**
- 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:**
- 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

7. FLAGGING SERVICES:

A. Requirements:

1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.

B. Scheduling and Notification:

1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.

C. Payment:

1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.

D. Verification:

1. Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.

12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

- A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.

- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.
- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.
 - b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.
- 2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from

bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc.
NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.

- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:

- (1) CG 00 35 01 96 and CG 28 31 10 93; or
- (2) CG 00 35 07 98 and CG 28 31 07 98; or
- (3) CG 00 35 10 01; or
- (4) CG 00 35 12 04; or
- (5) CG 00 35 12 07; or
- (6) CG 00 35 04 13.

- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries
Three Commercial Place
Norfolk, Virginia 23510-2191
Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that are required are:

- (1) Physical Damage to Property Amendment
- (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:
 - (1) Broad Form Nuclear Exclusion – Form IL 00 21
 - (2) 30-day Advance Notice of Non-renewal or cancellation
 - (3) Required State Cancellation Endorsement
 - (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original electronic Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

<p><u>SPONSOR:</u></p>	<p><u>RAILROAD:</u> Risk Management Norfolk Southern Corporation and its subsidiaries Three Commercial Place Norfolk, Virginia 23510-2191 <u>NSRISK3@NSCORP.COM</u></p>
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- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. Railroad will only accept initial insurance submissions via email to **NSRISK3@NSCORP.COM**. Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**
2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to **NSRISK3@NSCORP.COM** to be submitted under a cover letter providing details of the project and containing the contact information:
 - a. The full original or certified true electronic countersigned copy of the railroad protective liability insurance policy in its entirety inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Corporation and its subsidiaries, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original or certified true electronic countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

- A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date: _____
- B. NS File No.: _____
- C. NS Milepost: _____
- D. Sponsor's Project No.: _____

EXHIBIT C

DEBARMENT CERTIFICATION OF CONTRACTOR REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

_____ certifies to the best of its knowledge and belief, that it and its subsidiaries:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three (3) year period preceding this application/proposal had on (1) or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT (POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

EXHIBIT C

DEBARMENT, SUSPENSION, & OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION
CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING DEBARMENT,
SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower-Tier Participant (potential sub-contractor under a major third party Contract), _____, certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL CONTRACTOR UNDER A MAJOR THIRD PARTY CONTRACT) _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Signature and Title of Authorized Official

Date

**OFFICE OF THE COUNTY LAW DIRECTOR
ANDERSON COUNTY, TENNESSEE**

101 South Main Street, Suite 310
CLINTON, TENNESSEE 37716

N. JAY YEAGER
Law Director

TELEPHONE: (865) 457-6290
FACSIMILE: (865) 457-3775
Email: jyeager@aclawdirector.com

MEMORANDUM

TO: Ms. Annette Prewitt, Chief Deputy to the County Commission

CC: County Commission

FROM: N. Jay Yeager

DATE: November 10, 2021

RE: Law Director's Report – November 15, 2021 – County Commission Meeting

Please add the following to the County Commission Agenda under the Law Director's Report.

- A. Contract Approvals:
1. CareHere (Amendment) Reimburse for Computer Equipment
 2. Carter Express- Land Lease – Economic Development
 3. File Hold System- Mayor's Office
 4. Post Meridian Technicians- General Sessions
 5. SZY Holdings- EMS (Pharmaceuticals)
 6. SZY Holdings- EMS (Medical Supplies)
 7. MediBag- Health Department
 8. Bound Tree Medical- EMS
 9. Parker Transportation- Schools
 10. Andersonville Bus Lines (Route 9) - Schools
 11. Andersonville Bus Lines (Route 29) – Schools
 12. Holston Gases- EMS
 13. Bound Tree Medical- EMS
 14. AllPaid- Planning Dept.
 15. State of TN Grant- Tourism
 16. Transfer- Schools
 17. Turnitin Software- Schools
 18. CareHere- Human Resources
 19. Butterfly IQ- EMS
 20. Amerimed- Mental Health Transportation- Sheriff

21. Save on SP- Human Resources

B. Opioid settlement resolution

C. Fire Truck Resolution

D. New lawsuit- Fetty v. Anderson County

E. Anderson County Zoning Violations:

Resolved Violations:

1. Jeff Shipley - Junked Yard/Lot/Tract; Violation corrected,
2. Randy and Linda Davis – Sanitation, Junked Yard/Lot/Tract; Violation corrected,
3. James Houston – Storm water violation; Violation corrected,
4. Chad Morehouse – Junked Yard/Lot/Tract; Violation corrected,
5. Janice Daugherty –Junked Yard/Lot/Tract; Violation corrected,
6. James Moore, Jr. – Junked Yard/Lot/Tract, Structure unfit for Human Occupancy; Violation corrected,
7. James Carpenter – Storm water violation; Violation corrected,
8. Brady and Bunch – Setback Violation; property is non-conforming, resolved by agreement of parties,
9. Kathy McCracken – Unsafe Structure; Violation corrected,
10. Cleve Pointer – Junked Yard/Lot/Tract; Violation Corrected,
11. Ben Graves (101 Jester) – Junked Yard/Lot/Tract; Violation Corrected.
12. David Daugherty- Unsafe Structure; Violation corrected, Dismissed with costs taxed to Defendant,
13. Jesse and Charlene Seiber- Junked Yard/Lot/Tract; Violation corrected, Dismissed with costs taxed to Defendant,
14. Jerry and Charlotte Hicks- Junked Yard/Lot/Tract; Violation corrected, Dismissed with costs taxed to Defendant,
15. Barry Nelson – Junked Yard/Lot/Tract; Violation corrected, Dismissed with costs taxed to Defendant,
16. John and Amy Bolt – Junk Yard, Junked Yard/Lot/Tract; Violations corrected, Dismissed with costs taxed to Defendants,
17. Brenda Faddis- Violations corrected at the expense of Anderson County, Lien on expenses paid and released, Dismissed with costs taxed to Defendant,

18. Kenneth Walker - Sanitation, Rodent Harborage; Violations corrected, Dismissed with costs taxed to Defendant,

In Litigation:

1. Diana Moore – Sanitation, Rubbish and Garbage; Pending Re-inspection before filing Contempt,
2. Orville Schimmell – Junked Yard/Lot/Tract; property is improved but not compliant, Pending Motion for Default Judgment,
3. Selena Beach/Charles Hawkins – Junked Yard/Lot/Tract; Improved, Pending Re-inspection before Motion for Default Judgment,
4. Victoria Kosa – Accumulation of Rubbish and Garbage; Pending hearing for Default Judgment on November 1, 2021,
5. Charles Boruff, Donnie Wilson, Kelly Bragg – Junked Yard/Lot/Tract, Accumulation of Rubbish and Garbage; Pending service of Summonses on Defendants,
6. Stephanie Connaster – Sanitation, Junked Yard/Lot/Tract; Pending Service of Summons on Defendant,
7. Larry Housley – Junked Yard/Lot/Tract; Pending Service of Summons on Defendant,
8. Barbara Hudson, *I/e*, and Patricia Dovell, *REM* – Junked Yard/Lot/Tract; Pending Show Cause Hearing on October 29, 2021,
9. Constance Disney – Vacant Structures, Unsafe Structures; Pending Show Cause Hearing on October 29, 2021,
10. Barry Nelson, Ronald Nelson, Estate of Winefred Nelson, and Clyde Nelson – Sanitation, Accumulation of Rubbish and Garbage, Junked Yard/Lot/Tract, Junk and Salvage Yard, Rodent Harborage, Unsafe Structure, Vacant Structure; Pending Motion for Default Judgment, date of hearing to be December 13, 2021,
11. Estate of Sharon Allen, and Next of Kin Russell Allen- Vacant Structure, Structure Unfit for Human Occupancy; Pending Service of Summons on Defendant,
12. Sterling Carroll – Junked Yard/Lot/Tract, Vacant Structure, Unfit Structure; Pending Hearing for Show Cause and Default Judgment,
13. Troy Futrell and Mellissa Duncan – Sanitation, Accumulation of Rubbish and Garbage; Default Judgment Granted, Pending Re-inspection to determine necessity of Petition for Contempt,
14. Walter Milen – Junked Yard/Lot/Tract, Junk Yard; Default Judgment Granted, pending Re-inspection to determine necessity of Petition for Contempt,
15. Joanne Russell – Junked Yard/Lot/Tract, Vacant Structure; Hearing for Default Judgment on November 1, 2021,
16. Estate of Jeffrey Weaver and Jeanette Mahan, and Lynn Courier, Next of Kin – Junked Yard/Lot/Tract; Pending Service of Summons and Amended Complaint,
17. Albert and Caren Look- Junked Yard/Lot/Tract, Sanitation; Default Judgment Granted, Pending Re-inspection to Determine Necessity of Petition for Contempt,

18. William H. Patton - Junked Yard/Lot/Tract, Sanitation; Default Judgment Granted, Pending Re-inspection to Determine Necessity of Petition for Contempt,
19. Tracy Brown and Tommy Brown – Sanitation, Junked Yard/Lot/Tract: Defendants found in Contempt, file lien on property and locate contractor for clean-up,
20. Brad Utley – Sanitation, Unsafe Structure, Unsafe Equipment, Unfit for human occupancy, Unlawful Structure, Dangerous Structure or Premises, Vacant Structures and Land, Accumulation of Rubbish and Garbage, Junked Yard/Lot/Tract, Junk or Salvage Yard; Judgment by Default Granted, Pending Re-inspection to determine necessity of Petition for Contempt,
21. David Atchley – Accumulation of Rubbish and Garbage; Pending Re-inspection.

Pending Re-inspection/ Updated Case Files:

1. Ben Graves – (103 Jester); Unsafe Structure,
2. Tim Huckaby – Junked Yard/Lot/Tract,
3. Albert and Caren Look – Junked Yard/Lot/Tract, Sanitation,
4. William H. Patton – Junked Yard/Lot/Tract, Sanitation,
5. Raymond Fox – Sanitation, Accumulation of Rubbish and Garbage,
6. Samuel McMahan – Sanitation, Junked Yard/Lot/Tract,
7. Michael Honeycutt – Junked Yard/Lot/Tract,
8. Sam Emmert – Burned Mobile Home,
9. Candy Raines – Sanitation, Accumulation of Rubbish and Garbage.

Prepare to File Suit:

1. Jerry and Charlotte Hicks – Sanitation, Accumulation of Rubbish and Garbage, Improper Disposal of Garbage; per re-inspection property still in violation, prepare Complaint,
2. Joe Seiber – Unsafe Structure; must notify heirs of violation and prepare Complaint,
3. William Pruitt- Erosion Control; Per re-inspection property still in violation, prepare Complaint,
4. Jack and Joyce Jenkins- Vacant land and structure; locate Defendants and Next of Kin and prepare Complaint,
5. David and Kathryn West – Sanitation, Junked Yard/Lot/Tract, Illegal Dwelling; locate Defendants and Next of Kin and prepare Complaint,
6. Brad Parish- Vacant Structure; Pending Notice on Defendant and prepare Complaint,
7. Phillip Holmes – Vacant Structure; Locate Defendant and Next of Kin and prepare Complaint,
8. James Franklin Bunch – Locate Defendant, obtain Notice and prepare Complaint,
9. Curt Sawyer – Vacant Structure, Unsafe Structure; Locate Defendant, obtain Notice, and prepare Complaint,
10. David Wayne Moeberg – Unsafe Structure, Vacant Land: Locate Defendant, obtain Notice and prepare Complaint,
11. Estate of Kizzie Phillips and Jamie Lowe, Next of Kin – Vacant Structure, Structure unfit for Human Occupancy; Pending Notice on Defendants by Certified Mail.

12. Keith Bridges- Vacant Structure, Vacant Land: Pending Notice on Defendant and prepare Complaint.

F. Fireworks Private Act ratification

G. Resolution honoring

1. Leo York- Requested by Commissioners Denenberg, Wandell, Fritts and Creasey.

Anderson County Board of Commissioners
OPERATIONS COMMITTEE
MINUTES
November 8, 2021
6:00 PM Room 312

Members Present: Tim Isbel, Steve Mead, Phil Yager, Tracy Wandell, Josh Anderson and Rick Meredith,

Members Absent: Robert McKamey and Theresa Scott

Call to Order: Chairman Isbel called the meeting to order.

Commissioner Wandell said the prayer.

Commissioner Mead led the Pledge of Allegiance.

Commissioner Wandell made a motion to approve the agenda as amended. Motion was seconded and passed.

Commissioner Anderson requested to add to the agenda under the Mayor's report the resolution authorizing Anderson County to join Tennessee in the opioid abatement settlement.

No citizens addressed the Committee.

Rescue Squad Funding – Announcement – November 1, 2021 the Rescue Squad started going door to door to get donations. Citizens may call Mr. Allen at 865-315-5267 with any questions.

Commissioner Wandell made a motion to approve the resolution extending Anderson County's COVID-19 sick leave policy from October 1, 2021 to December 31, 2021. Commissioner Mead seconded the motion. Motion passed to forward to full commission for approval.

Commissioner Wandell made a motion to approve the resolution authorizing Anderson County to join the State of Tennessee in the opioid abatement settlement in draft form to obtain the Law Director's final approval and proceed on to full commission for approval. Commissioner Mead seconded the motion. Motion passed unanimously.

Law Director pulled the Hidden Hills Property Foreclosure from the agenda.

Old Business:

Commissioner Wandell made a motion to allow the Mayor in her capacity along with the Fire Department Chief evaluate the new fire truck resolution and move forward with this process. Commissioner Wandell made a second motion to forward to Finance and Budget Committees with an endorsement from the Operation's Committee. Commissioner Meredith seconded the motion and added to add the Chief's comments to the Fire Commission as well. Motion passed.

New Business:

None.

Meeting adjourned.



Human Resources & Risk Management Dept.
Anderson County Government
100 N main St., Rm. 102, Clinton, TN 37716
T: 865.264.6300 / F: 865.264.6259

FAMILIES FIRST CORONAVIRUS RESPONSE ACT
Paid Emergency Sick Leave (ESL) Request Form
Effective October 1 – December 31, 2021

Employee Name: _____ First Day of Leave: _____

Employee Cell: _____ Employee Email: _____

Please attach supporting documentation for the below leave requested.

Paid Emergency Sick Leave (ESL) Act Provisions:

Provides regularly active full and part time employees up to 80 hours of paid emergency sick leave (ESL) at the employee's regular rate of pay (capped at \$511 per day or maximum of \$5,110) if the employee is unable to work because the employee is unable to work due to receiving a positive COVID-19 test from a qualified health care provider.

Is the employee full time ☐ or part time? ☐

If full time, does the employee wish to use leave to fill in the other one-third pay, if applicable? ☐ YES ☐ NO

If yes, please specify leave to be used and order of usage by circling order:

First, Second, Third	Sick Leave
First, Second, Third	Compensatory (Comp) Time
First, Second, Third	Vacation Leave

Employees who have exhausted the 80-hour limit may use other leave options if necessary, including vacation leave, sick leave or personal leave.

Employee Signature

Department Head Signature

Date

Date

Anderson County Board of Commissioners

RESOLUTION NO. 21-11-902

A RESOLUTION AUTHORIZING ANDERSON COUNTY TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENTS

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, and Anderson County, Tennessee; and

WHEREAS, Anderson County has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in the litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"); and

WHEREAS, certain pharmaceutical distributors and a manufacturer have proposed settlements that Anderson County find acceptable and in the best interest of the community; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during the 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain proposed opioid litigation settlements; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid related litigation ("Settlement Funds"); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), attached hereto as "Exhibit A," sets forth a framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, participation in the settlements and Tennessee Plan by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from pending proposed opioid settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSION OF ANDERSON COUNTY, TENNESSEE,

SECTION 1. That Anderson County finds that participation in the Tennessee Plan is in the best interest of Anderson County and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

SECTION 2. That Anderson County hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

SECTION 3. That the Anderson County Mayor is hereby expressly authorized to execute the Tennessee Plan in substantially the form attached as Exhibit "A" and the County Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

SECTION 4. That the Anderson County Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing Anderson County's agreement to the settlement of claims [and litigation] specifically related to AmerisourceBergen Corporation, Cardinal Health, Inc, McKesson Corporation, Janssen Pharmaceuticals, Inc, and Johnson & Johnson.

SECTION 5. That the Anderson County Mayor is authorized to take such other action as necessary and appropriate to effectuate Anderson County's participation in the Tennessee Plan and these settlements.

SECTION 6. This Resolution is effective upon adoption, the welfare of Anderson County, Tennessee requiring it.

ADOPTED this the 15th day of November, 2021.

APPROVED:

Josh Anderson, Commission Chairman

Terry Frank, Anderson County Mayor

ATTEST:

Jeff Cole, Anderson County Clerk

DRAFT

Anderson County, Tennessee

Board of Commissioners

RESOLUTION No: 21-11-901

RESOLUTION TO AUTHORIZE THE BULK PURCHASE OF ELEVEN (11) FIRE TRUCKS, OR OTHER APPROVED VEHICLES, FOR THE USE AND BENEFIT OF ALL COUNTY FIRE DEPARTMENTS, IN A CONSOLIDATED AND MUTUAL EFFORT TO PROTECT THE HEALTH, SAFETY AND WELFARE OF COUNTY CITIZENS.

WHEREAS, in April of 2006, the Anderson County Board of Commissioners adopted a Resolution providing funding on a rotating basis for the purchase of one (1) firetruck each year to a different county fire department on an eleven (11) year cycle; and

WHEREAS, with the final partial payment due to the Andersonville Volunteer Fire Department this year, all fire departments have been provided a firetruck or other approved vehicle to fully satisfy the County's obligation under the previous Resolution; and

WHEREAS, the Board of Commissioners realizes the continued support of fire departments in our County is a matter of critical importance to health, safety and welfare of our citizens, and now wishes to authorize a one-time bulk purchase of eleven (11) firetrucks to be allocated individually to provide one firetruck to each of the County's eleven (11) fire departments.

NOW THEREFORE, BE IT RESOLVED by the Anderson County Board of Commissioners meeting in regular session this 15th day of November 2021 that to continue with our support of the County's fire departments and our ongoing efforts to protect the health, safety and welfare of our citizens, we hereby authorize the bulk purchase of eleven (11) firetrucks, or other approved vehicles, to be individually allocated to each of the eleven (11) County fire departments, one to each department including the County Rescue Squad, with the required funding coming through any authorized manner under Tennessee law, including combinations thereof, under the following conditions:

SECTION 1: ELIGIBLE FIRE DEPARTMENTS AND ORGANIZATIONS

The following departments will be provided one (1) firetruck, or other approved vehicle:

- A) Anderson County Rescue Squad
- B) Andersonville Volunteer Fire Department
- C) Briceville Volunteer Fire Department
- D) Claxton Volunteer Fire Department
- E) Clinton City Fire Department
- F) Lake City Fire Department
- G) Marlow Volunteer Fire Department
- H) Medford Volunteer Fire Department
- I) Norris City Fire Department
- J) Oak Ridge City Fire Department
- K) Oliver Springs Town Fire Department

SECTION 2: QUALIFYING FIRETRUCKS OR VEHICLES

Each department or organization will be provided one qualifying vehicle per department meeting National Fire Protection Association (NFPA) standards and Insurance Services Office (ISO) requirements.

SECTION 3: VEHICLE MAINTENANCE

Each department or organization will be individually responsible for all repairs, damages, fuels, fluids, and maintenance charges.

SECTION 4: VEHICLE OWNERSHIP

All purchased vehicles will be titled under the name of Anderson County Government and subject to immediate repossession, without further legal proceedings, by the County if the terms and conditions of this Resolution are not met. Acceptance of the firetruck or other approved vehicle, will conclusively indicate the fire department's acceptance and consent to the terms of this Resolution,

SECTION 5: INSURANCE

Each department or organization receiving a vehicle under this Resolution will be responsible for obtaining insurance coverage on the vehicle listing Anderson County Government as an additional insured party. Insurance policies shall cover without limitation: liability, property loss, injury, death, dismemberment comprehensive, collision, uninsured motorist, medical payments or other recognized forms of damages existing under Tennessee law in the minimal amounts of Three Hundred Thousand (\$300,000.00) Dollars per person and One Million (\$1,000,000.00) Dollars per occurrence.

SECTION 6: FIRE COMMISSION PARTICIPATION

Each department or organization receiving a firetruck or other approved vehicle under the terms of this Resolution shall be required to attend and participate in monthly meetings of the Anderson County Fire Commission with no more than three (3) absences per calendar year.

SECTION 7: RESPONSE TO EMERGENCIES

Each fire department or organization receiving a firetruck or other approved vehicle under this Resolution shall respond immediately, without delay to all emergency medical calls when requested by the Anderson County Emergency Medical Services.

SECTION 8: MUTUAL AID RESPONSES

Each fire department or organization shall be required to fulfill its duties at all times under all standing mutual aid agreements and in compliance with all State Mutual Aid Guidelines.

SECTION 9: REQUIRED TRAINING PARTICIPATION

Each fire department and organization receiving a firetruck or other approved vehicle under the terms of this Resolution shall require all members to attend First Responder Training hosted by the Anderson County Emergency Medical Services or any other required training requested by the Office of Emergency Management or authorized state entity.

SECTION 10: PURCHASE OF ADDITIONAL ON-BOARD EQUIPMENT

If borrowed funds are utilized by a receiving department or organization to further equip the firetruck or other approved vehicle with additional on-board equipment, Anderson County Government must be listed as an additional lien holder.

RESOLVED, DULY PASSED AND EFFECTIVE this ____ day of _____, 2021.

Joshua N. Anderson, Chair

Terry Frank, Mayor

ATTEST:

Jeff Cole, County Clerk

This image shows a full page of blank, lined paper. It features approximately 28 horizontal blue or grey lines spaced evenly apart, typical of standard notebook paper. The lines extend across the entire width of the page, leaving small margins at the top and bottom. There are no vertical margin lines, text, or other markings present.